

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

**OPTIS CELLULAR TECHNOLOGY, LLC  
and PANOPTIS PATENT MANAGEMENT,  
LLC,**

**Plaintiffs,**

**v.**

**ZTE CORPORATION and ZTE (USA) INC.,**

**Defendants.**

**CIVIL ACTION NO.**

**2:16-cv-58**

**JURY TRIAL DEMANDED**

**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiffs Optis Cellular Technology, LLC and PanOptis Patent Management, LLC, (collectively, “Plaintiffs” or “PanOptis”), file this Original Complaint for Patent Infringement under 35 U.S.C. § 271 against ZTE Corporation and ZTE (USA) Inc., (collectively, “Defendants” or “ZTE”), and allege as follows:

**THE PARTIES**

1. Plaintiff Optis Cellular Technology, LLC (“Optis Cellular”) is a limited liability company organized and existing under the laws of the State of Delaware, and

maintains its principal place of business at 7160 Dallas Parkway, Suite 250, Plano, Texas 75024.

2. Plaintiff PanOptis Patent Management, LLC (“PPM”) is a limited liability company organized and existing under the laws of the State of Delaware, and maintains its principal place of business at 7160 Dallas Parkway, Suite 250, Plano, Texas 75024.

3. On information and belief, Defendant ZTE Corporation (“ZTE Corp.”) is a corporation organized and operating under the laws of the country of China with its principal place of business at ZTE Plaza, Keji Road South, Hi-Tech Industrial Park, Nanshan District, Shenzhen, Guandong Province 518057, China, P.R.C. ZTE Corp. manufactures, imports into the United States, sells and/or offers for sale in the United States mobile telephones, tablets, mobile hotspots, and digital projectors for use in a mobile communications network. In addition, ZTE Corp.’s mobile telephones, tablets, mobile hotspots, and digital projectors for use in a mobile communications network are marketed, offered for sale, and/or sold throughout the United States, including within this District. ZTE Corp. can be served with process by serving the Texas Secretary of State.

4. On information and belief, Defendant ZTE (USA) Inc. (“ZTE USA”) is a corporation organized under the laws of the state of New Jersey with its principal place of business at 2425 North Central Expressway, Suite 323, Richardson, Texas 75080. ZTE USA manufactures, imports into the United States, sells and/or offers for sale in the United States mobile telephones, tablets, mobile hotspots, and digital projectors for use in a mobile communications network. In addition, ZTE USA’s mobile telephones, tablets, mobile hotspots, and digital projectors for use in a mobile communications network are marketed, offered for sale, and/or sold throughout the United States, including within this District. ZTE

USA can be served with process through its registered agent, Jing Li, at 2425 North Central Expressway, Suite 323, Richardson, TX 75080.

### **JURISDICTION AND VENUE**

5. This is an action arising under the patent laws of the United States, 35 U.S.C. § 101 *et seq.* This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 1338(a), 2201, and 2202.

6. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b), (c) and (d) and 1400(b).

7. This Court has personal jurisdiction over Defendants. Defendants have conducted and do conduct business within the State of Texas. Defendants, directly or through subsidiaries or intermediaries (including distributors, retailers, and others), ship, distribute, offer for sale, sell, and advertise (including the provision of an interactive web page) their products and/or services in the United States, the State of Texas, and the Eastern District of Texas. Defendants, directly and through subsidiaries or intermediaries (including distributors, retailers, and others), have purposefully and voluntarily placed one or more of its infringing products and/or services, as described below, into the stream of commerce with the expectation that they will be purchased and used by consumers in the Eastern District of Texas. These infringing products and/or services have been and continue to be purchased and used by consumers in the Eastern District of Texas. Defendants have committed acts of patent infringement within the State of Texas and, more particularly, within the Eastern District of Texas.

### **THE PATENTS**

8. United States Letters Patent No. 8,019,332 (“the ’332 Patent”), entitled “Method for Transmitting and Receiving Control Information Through PDCCH,” was duly

and legally issued after full and fair examination to inventors Dae Won Lee, Ki Jun Kim, Dong Wook Roh, Yu Jin Noh, Joon Kui Ahn and Jung Hoon Lee on September 13, 2011. Optis Cellular owns by assignment the entire right, title, and interest in the '332 Patent, is entitled to sue for past and future infringement and possesses the right to license the '332 Patent, a copy of which is attached as Exhibit A.

9. United States Letters Patent No. 8,102,833 (“the '833 Patent”), entitled “Method for Transmitting Uplink Signals,” was duly and legally issued after full and fair examination to inventors Dae Won Lee, Bong Hoe Kim, Young Woo Yun, Ki Jun Kim, Dong Wook Roh, Hak Seong Kim and Hyun Wook Park on January 24, 2012. Optis Cellular owns by assignment the entire right, title, and interest in the '833 Patent, is entitled to sue for past and future infringement and possesses the right to license the '833 Patent, a copy of which is attached as Exhibit B.

10. United States Letters Patent No. 8,437,293 (“the '293 Patent”), entitled “Methods and Systems for Scheduling Resources in a Telecommunication System,” was duly and legally issued after full and fair examination to inventors Kristina Jersenius, Henning Wiemann, Anna Larmo, Peter Moberg and Eva Englund on May 7, 2013. Optis Cellular owns by assignment the entire right, title, and interest in the '293 Patent, is entitled to sue for past and future infringement and possesses the right to license the '293 Patent, a copy of which is attached as Exhibit C.

11. United States Letters Patent No. 8,174,506 (“the '506 Patent”), entitled “Method of Displaying Object and Terminal Capable of Implementing the Same,” was duly and legally issued after full and fair examination to inventors Tae Hun Kim, Boem Young Woo, Jeong Hyuk Yoon, Hyun Ju Ahn, Seung Sook Han, Jun Serk Park and Ho Sang Cheon

on May 8, 2012. Optis Cellular owns by assignment the entire right, title, and interest in the '506 Patent, is entitled to sue for past and future infringement and possesses the right to license the '506 Patent, a copy of which is attached as Exhibit D.

12. The '332, '833, '293, and '506 Patents (collectively, the "Asserted Patents") are each valid and enforceable.

13. By way of written agreement between PPM and Optis Cellular, PPM possesses the rights to negotiate and execute licenses for each of the Asserted Patents.

### **FACTUAL BACKGROUND**

14. The Asserted Patents cover inventions relating to wireless communications, mobile telephones and other devices for use in a mobile communications network.

15. The Defendants have imported into the United States, marketed, offered for sale and/or sold in the United States, mobile telephones and other devices for use in a mobile communications network that infringe the Asserted Patents, or induce or contribute to the infringement of the Asserted Patents by others.

16. The Defendants have been placed on actual notice of one or more of the Asserted Patents. The filing of this Complaint also constitutes notice in accordance with 35 U.S.C. § 287. Despite such notice, the Defendants continue to import into, market, offer for sale and/or sell in the United States products that infringe the Asserted Patents.

17. The Defendants have, and continue to, directly and indirectly infringe the Asserted Patents by engaging in acts constituting infringement under 35 U.S.C. § 287(a), (b), (c), and/or (f), including but not necessarily limited to one or more of making, using, testing, selling and/or offering to sell, in this District and elsewhere in the United States, and importing into this District and elsewhere in the United States, certain infringing mobile communication devices, including but not limited to Defendants' mobile telephones, tablets,

mobile hotspots, and digital projectors, which incorporate the functionalities and compositions described in detail in Counts I-IV (collectively, “ZTE Mobile Communication Devices”).

18. The infringing ZTE Mobile Communication Devices include, but are not limited to, UNICO LTE, Anthem™ 4G, Avid™ 4G, Max™, Warp 4G, Compel™, Flash™, Force, Grand S Pro™, Grand X Max +, Grand Memo II, Grand X LTE, Imperial™, Imperial™ II, ZMAX™ 2, Savvy, Valet, Allstar LTE, Lever LTE, Maven™, Nubia 5S mini LTE, Overture™, Overture™ 2, Rapido LTE, Source™, Speed™, Supreme™, Vital™, Warp Sync™, Z998, ZMAX™, Home Base™/Home Base™ (GoPhone), zPad, Pocket WiFi, LivePro™, 4G LTE Hotspot Z915, Sonic 2.0 Mobile Hotspot LTE, Spro 2, Unite™, Unite™ II, Velocity™, JetPack™ 890L, 4G LTE™ Router with Voice, and all variations thereof.

19. Defendants’ acts of infringement have caused damage to Plaintiffs. Plaintiffs are entitled to recover from Defendants the damages sustained by Plaintiffs as a result of Defendants’ wrongful acts.

**PLAINTIFFS’ LTE STANDARDS-ESSENTIAL PATENTS**

20. Plaintiffs incorporate by reference paragraphs 1-19 as if fully set forth herein.

21. The European Telecommunications Standards Institute (“ETSI”) is a standard setting organization (“SSO”) that produces globally-accepted standards for the telecommunications industry. ETSI is an organizational partner of the Third Generation Partnership Project (“3GPP”), which maintains and develops globally applicable technical specifications for mobile systems, including the specifications for implementation and use of wireless communications for high-speed data referred to as the Long Term Evolution (“LTE”) Standards.

22. Implementation and use of the LTE Standards, including but not limited to use of wireless communications for high-speed data compliant with the LTE specifications as detailed in the 3GPP specification series TS 36.101-36.978, has increased in recent years and continues to increase at a rapid pace.

23. ETSI has developed and promulgated an IPR Policy (found at Annex 6 to the ETSI Rules of Procedure, published November 19, 2014). This policy is intended to strike a balance between the needs of standardization for public use in the field of telecommunications on the one hand, and the rights of IPR owners on the other hand. ETSI requires its members to disclose the patents that “are or become, and remain ESSENTIAL to practice” its standards or technical specifications. Clause 15.6 of the ETSI IPR Policy defines the term “ESSENTIAL” to mean that “it is not possible on technical (but not commercial) grounds, taking into account normal technical practice and the state of the art generally available at the time of standardization, to make, sell, lease, otherwise dispose of, repair, use or operate EQUIPMENT or METHODS which comply with a STANDARD without infringing that IPR.”

24. Optis Cellular is the assignee of numerous patents, originally assigned to either LG Electronics, Inc. (“LG”), Telefonaktiebolaget LM Ericsson (“Ericsson”) or Panasonic Corporation (“Panasonic”), that are, and remain, essential (as that term is defined by ETSI) to practicing the LTE Standards.

25. LG, the original assignee of the ’833 and ’332 Patents, declared these patents as essential to practicing the LTE Standards. Optis Cellular, upon acquisition of the ’833 and ’332 Patents from LG, re-declared these patents to ETSI as essential to practicing the LTE Standards, in conformance with ETSI’s IPR Policy.

26. Ericsson, the original assignee of the '293 Patent (collectively with the '833 and '332 Patents, "LTE Essential Patents"), declared the patent as essential to practicing the LTE Standards. Optis Cellular, upon acquisition of the '293 Patent from Ericsson, re-declared the patent to ETSI as essential to practicing the LTE Standards, in conformance with ETSI's IPR Policy.

27. Plaintiffs, in conformance with ETSI's IPR Policy, have informed Defendants that Plaintiffs are prepared to grant Defendants an irrevocable license under the LTE Essential Patents on terms and conditions that are Fair, Reasonable and Non-Discriminatory ("FRAND").

28. Defendants require a license to Plaintiffs' LTE Essential Patents because ZTE Mobile Communication Devices are configured to, and do, operate in compliance with the LTE Standards, and thus infringe the LTE Essential Patents.

29. Since April 2, 2014, Plaintiffs have engaged in good-faith efforts to license ZTE on FRAND terms. Between May 2014 and December 2014, representatives from Plaintiffs, at their own expense, traveled and met face-to-face with ZTE representatives six times in various locations throughout Asia, including Xian, China; Shenzhen, China; Hong Kong; and Seoul, South Korea. During those meetings, Plaintiffs presented, in good faith, material concerning Plaintiffs' LTE Essential Patents, along with FRAND terms for the LTE Essential Patents. In addition to meeting with ZTE on numerous times in Asia, Plaintiffs have initiated and exchanged written correspondence with ZTE and have contacted ZTE by phone on numerous occasions. Plaintiffs have also provided ZTE with a number of exemplary claim charts showing infringement by ZTE's products that are configured to operate in compliance with the LTE Standards.



30. To date, ZTE has not reciprocated Plaintiffs' good-faith efforts. ZTE has instead resisted taking a license to Plaintiffs' valuable intellectual property.

31. ZTE has been operating and continues to operate without a license to Plaintiffs' LTE Essential Patents. Given ZTE's unwillingness to engage in meaningful licensing discussions, to license Plaintiffs' LTE Essential Patents, or to cease infringing Plaintiffs' patents, Plaintiffs have filed this lawsuit for the purpose of protecting their patent rights in the United States.

## COUNT I.

### **CLAIM FOR PATENT INFRINGEMENT OF THE '332 PATENT**

32. PanOptis repeats and realleges the allegations in paragraphs 1-31 as though fully set forth herein.

33. Defendants have directly infringed and continue to directly infringe the '332 Patent by making, using, selling, offering for sale, or importing into the United States, or by intending that others make, use, import into, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the '332 Patent including, but not limited to, mobile telephones, tablets, mobile hotspots, and digital projectors. The accused wireless communication devices that infringe one or more claims of the '332 Patent include, but are not limited to, at least the UNICO LTE, Anthem™ 4G, Avid™ 4G, Max™, Warp 4G, Compel™, Flash™, Force, Grand S Pro™, Grand X Max +, Grand Memo II, Grand X LTE, Imperial™, Imperial™ II, Allstar LTE, Lever LTE, Maven™, Nubia 5S mini LTE, Overture™, Overture™ 2, Rapido LTE, Source™, Speed™, Supreme™, Vital™, Warp Sync™, Z998, ZMAX™, ZMAX™ 2, Home Base™/Home Base™ (GoPhone), zPad, Pocket WiFi, LivePro™, 4G LTE Hotspot Z915, Sonic 2.0 Mobile Hotspot LTE, Spro 2,

Unite™, Unite™ II, Velocity™, JetPack™ 890L, and 4G LTE™ Router with Voice. Further discovery may reveal additional infringing products and/or models.

34. Defendants have and continue to indirectly infringe the '332 Patent by inducing infringement by others of one or more claims, in accordance with 35 U.S.C. § 271(b) in this District and elsewhere in the United States.

35. ZTE received actual notice of the '332 Patent at least as early as July 18, 2014, by way of correspondence that Optis Cellular sent to ZTE.

36. ZTE, its manufacturers, resellers, distributors and end-users of the ZTE Mobile Communication Devices have engaged in and currently engage in activities that constitute direct infringement of one or more claims of the '332 Patent.

37. For example and without limitation, operation and use of the ZTE Mobile Communication Devices (including but not limited to the UNICO LTE, Anthem™ 4G, Avid™ 4G, Max™, Warp 4G, Compel™, Flash™, Force, Grand S Pro™, Grand X Max +, Grand Memo II, Grand X LTE, Imperial™, Imperial™ II, Allstar LTE, Lever LTE, Maven™, Nubia 5S mini LTE, Overture™, Overture™ 2, Rapido LTE, Source™, Speed™, Supreme™, Vital™, Warp Sync™, Z998, ZMAX™, ZMAX™ 2, Home Base™/Home Base™ (GoPhone), zPad, Pocket WiFi, LivePro™, 4G LTE Hotspot Z915, Sonic 2.0 Mobile Hotspot LTE, Spro 2, Unite™, Unite™ II, Velocity™, JetPack™ 890L, and 4G LTE™ Router with Voice), which incorporate functionalities and associated software and hardware components installed and configured by ZTE in compliance with the LTE Standards, including but not limited to 3GPP TS 36.201 Sections 1 and 4 and 3GPP TS 36.213 Section 9, infringe one or more claims of the '332 Patent, including but not limited to claim 1.<sup>1</sup> The

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<sup>1</sup> PanOptis incorporates by reference its Disclosure of Asserted Claims and Infringement Contentions pursuant to Local Patent Rule 3-1.

use and operation of these ZTE Mobile Communication Devices by ZTE, its resellers, manufacturers, or end-user customers constitutes a direct infringement of one or more claims of the '332 Patent.

38. ZTE's affirmative acts of selling the ZTE Mobile Communication Devices, causing the ZTE Mobile Communication Devices to be manufactured, and providing instruction manuals and support for the ZTE Mobile Communication Devices have induced and continue to induce ZTE's manufacturers, resellers, and end-users to make or use the ZTE Mobile Communication Devices in their normal and customary way to infringe one or more claims of the '332 Patent.

39. Through its manufacture and sale of the ZTE Mobile Communication Devices, Defendants specifically intend that ZTE's manufacturers, resellers and end-users directly infringe one or more claims of the '332 Patent. ZTE has knowledge of the '332 Patent and actually induces others, such as resellers, manufacturers and end-use customers, to directly infringe by using, selling exporting, supplying and/or distributing within the United States ZTE Communication Devices for resale to others, such as resellers and end-use customers. ZTE is aware that such actions would induce actual infringement. Further, Defendants remain aware that these normal and customary activities would infringe the '332 Patent.

40. For example and without limitation, in connection with its sale, offering to sell, importation into the United States, and distributing within the United States of the ZTE Mobile Communication Devices, Defendants willfully provide manuals and support to resellers and end-use customers regarding the use and operation of ZTE's products in a way that infringes one or more claims of the '332 Patent. Specifically, ZTE willfully provides

manuals and support through sales of the ZTE Communication Devices, through its website <http://www.zteusa.com/><sup>2</sup>, by telephone, and through other means of communication. When resellers and end-use customers follow such instructions and support, they directly infringe the '332 Patent. ZTE knows or should have known that by willfully providing such instructions and support, resellers and end-use customers follow those instructions and support, and directly infringe the '332 Patent.

41. Accordingly, ZTE has performed and continues to perform the acts that constitute indirect infringement, and would induce actual infringement, with the knowledge of the '332 Patent and with the knowledge or willful blindness to the fact that the induced acts would constitute infringement.

42. ZTE indirectly infringes one or more claims of the '332 Patent by contributing to infringement by others, such as manufacturers, resellers and end-use customers, in accordance with 35 U.S.C. § 271(c) in this District and elsewhere in the United States.

43. Direct infringement of one or more claims of the '332 Patent is the result of activities performed by ZTE, its manufacturers, resellers, distributors and end-users of the ZTE Mobile Communication Devices.

44. The ZTE Mobile Communication Devices (including but not limited to the UNICO LTE, Anthem™ 4G, Avid™ 4G, Max™, Warp 4G, Compel™, Flash™, Force, Grand S Pro™, Grand X Max +, Grand Memo II, Grand X LTE, Imperial™, Imperial™ II,

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<sup>2</sup> For example, the ZTE "Grand Max X+" manual is available at [http://www.zteusa.com/media/wysiwyg/grand-grandmaxplus/ZTE\\_Grand\\_X\\_Max\\_User\\_Guide\\_English\\_-\\_PDF\\_-\\_3.16MB\\_.pdf](http://www.zteusa.com/media/wysiwyg/grand-grandmaxplus/ZTE_Grand_X_Max_User_Guide_English_-_PDF_-_3.16MB_.pdf) (last accessed December 3, 2015). ZTE includes instructions to a user or reseller of the Grand Max X+, and is aware that the '332 Patent is infringed when those instructions are followed. Manuals and support for each of the infringing ZTE Mobile Communications Devices are available at [www.zteusa.com](http://www.zteusa.com).

Allstar LTE, Lever LTE, Maven™, Nubia 5S mini LTE, Overture™, Overture™ 2, Rapido LTE, Source™, Speed™, Supreme™, Vital™, Warp Sync™, Z998, ZMAX™, ZMAX™ 2, Home Base™/Home Base™ (GoPhone), zPad, Pocket WiFi, LivePro™, 4G LTE Hotspot Z915, Sonic 2.0 Mobile Hotspot LTE, Spro 2, Unite™, Unite™ II, Velocity™, JetPack™ 890L, and 4G LTE™ Router with Voice), incorporate functionalities and associated software and hardware components installed and configured by ZTE in compliance with the LTE Standards, including but not limited to 3GPP TS 36.201 Sections 1 and 4 and 3GPP TS 36.213 Section 9, infringe one or more claims of the '332 Patent, including but not limited to claim 1.<sup>3</sup> On information and belief, these functions and operations cannot work in an acceptable manner absent these software and hardware components that Defendants configure, install, and include in the ZTE Mobile Communication Devices for the purposes of performing such functions and operations. On information and belief, ZTE has designed, configured, and installed such software and hardware to entice users of the ZTE Mobile Communication Devices to use and operate these functionalities and to do so in a manner compliant with the LTE Standards.

45. The software and hardware components installed and configured by ZTE in compliance with the above LTE Standards, do not constitute a staple article or commodity of commerce. Moreover, use of the same is required for the operation of a ZTE Mobile Communication Device. Any other use would be unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental.

46. The software and hardware components installed and configured by Defendants in compliance with the above LTE Standards are each a material part of the

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<sup>3</sup> PanOptis incorporates by reference its Disclosure of Asserted Claims and Infringement Contentions pursuant to Local Patent Rule 3-1.

invention of the '332 Patent, are especially made for the infringing manufacture, sale and use of ZTE Mobile Communication Devices, and have no substantial non-infringing uses.

47. Accordingly, Defendants offer to sell, or sell within the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing the '332 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use. Defendants provide to others ZTE Mobile Communication Devices with distinct and separate components that have no substantial non-infringing uses.

48. Defendants' continued infringement of the '332 Patent has damaged and will continue to damage PanOptis.

## **COUNT II.**

### **CLAIM FOR PATENT INFRINGEMENT OF THE '833 PATENT**

49. PanOptis repeats and realleges the allegations in paragraphs 1-48 as though fully set forth herein.

50. Defendants have directly infringed and continues to directly infringe the '833 Patent by making, using, selling, offering for sale, or importing into the United States, or by intending that others make, use, import into, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the '833 Patent including, but not limited to, mobile telephones, tablets, mobile hotspots, and digital projectors. The accused wireless communication devices that infringe the one or more claims of the '833 Patent include, but are not limited to, at least the UNICO LTE, Anthem™ 4G, Avid™ 4G, Max™, Warp 4G, Compel™, Flash™, Force, Grand S Pro™, Grand X Max +, Grand Memo II, Grand X LTE, Imperial™, Imperial™ II, Allstar LTE, Lever LTE, Maven™, Nubia 5S

mini LTE, Overture™, Overture™ 2, Rapido LTE, Source™, Speed™, Supreme™, Vital™, Warp Sync™, Z998, ZMAX™, ZMAX™ 2, Home Base™/Home Base™ (GoPhone), zPad, Pocket WiFi, LivePro™, 4G LTE Hotspot Z915, Sonic 2.0 Mobile Hotspot LTE, Spro 2, Unite™, Unite™ II, Velocity™, JetPack™ 890L, and 4G LTE™ Router with Voice. Further discovery may reveal additional infringing products and/or models.

51. Defendants have and continue to indirectly infringe the '833 Patent by inducing infringement by others of one or more claims, in accordance with 35 U.S.C. § 271(b) in this District and elsewhere in the United States.

52. ZTE received actual notice of the '833 Patent at least as early as July 18, 2014, by way of correspondence that Optis Cellular sent to ZTE.

53. ZTE, its manufacturers, resellers, distributors and end-users of the ZTE Mobile Communication Devices have engaged in and currently engage in activities that constitute direct infringement of one or more claims of the '833 Patent.

54. For example and without limitation, operation and use of the ZTE Mobile Communication Devices (including but not limited to the UNICO LTE, Anthem™ 4G, Avid™ 4G, Max™, Warp 4G, Compel™, Flash™, Force, Grand S Pro™, Grand X Max +, Grand Memo II, Grand X LTE, Imperial™, Imperial™ II, Allstar LTE, Lever LTE, Maven™, Nubia 5S mini LTE, Overture™, Overture™ 2, Rapido LTE, Source™, Speed™, Supreme™, Vital™, Warp Sync™, Z998, ZMAX™, ZMAX™ 2, Home Base™/Home Base™ (GoPhone), zPad, Pocket WiFi, LivePro™, 4G LTE Hotspot Z915, Sonic 2.0 Mobile Hotspot LTE, Spro 2, Unite™, Unite™ II, Velocity™, JetPack™ 890L, and 4G LTE™ Router with Voice), which incorporate functionalities and associated software and hardware components installed and configured by ZTE in compliance with the LTE Standards,

including but not limited to 3GPP TS 36.201 Sections 1 and 4, and 3GPP TS 36.212 Section 5, infringe one or more claims of the '833 Patent, including but not limited to claim 1.<sup>4</sup> The use and operation of these ZTE Mobile Communication Devices by ZTE, its resellers, manufacturers, or end-user customers constitutes a direct infringement of one or more claims of the '833 Patent.

55. ZTE's affirmative acts of selling the ZTE Mobile Communication Devices, causing the ZTE Mobile Communication Devices to be manufactured, and providing instruction manuals and support for the ZTE Mobile Communication Devices have induced and continue to induce ZTE's manufacturers, resellers, and end-users to make or use the ZTE Mobile Communication Devices in their normal and customary way to infringe one or more claims of the '833 Patent.

56. Through its manufacture and sale of the ZTE Mobile Communication Devices, Defendants specifically intend that ZTE's manufacturers, resellers and end-users directly infringe one or more claims of the '833 Patent. ZTE has knowledge of the '833 Patent and actually induces others, such as resellers, manufacturers and end-use customers, to directly infringe by using, selling exporting, supplying and/or distributing within the United States ZTE Communication Devices for resale to others, such as resellers and end-use customers. ZTE is aware that such actions would induce actual infringement. Further, Defendants remain aware that these normal and customary activities would infringe the '833 Patent.

57. For example and without limitation, in connection with its sale, offering to sell, importation into the United States, and distributing within the United States of the ZTE

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<sup>4</sup> PanOptis incorporates by reference its Disclosure of Asserted Claims and Infringement Contentions pursuant to Local Patent Rule 3-1.



Mobile Communication Devices, Defendants willfully provide manuals and support to resellers and end-use customers regarding the use and operation of ZTE's products in a way that infringes one or more claims of the '833 Patent. Specifically, ZTE willfully provides manuals and support through sales of the ZTE Communication Devices, through its website <http://www.zteusa.com/><sup>5</sup>, by telephone, and through other means of communication. When resellers and end-use customers follow such instructions and support, they directly infringe the '833 Patent. ZTE knows or should have known that by willfully providing such instructions and support, resellers and end-use customers follow those instructions and support, and directly infringe the '833 Patent.

58. Accordingly, ZTE has performed and continues to perform the acts that constitute indirect infringement, and would induce actual infringement, with the knowledge of the '833 Patent and with the knowledge or willful blindness to the fact that the induced acts would constitute infringement.

59. ZTE indirectly infringes one or more claims of the '833 Patent by contributing to infringement by others, such as manufacturers, resellers and end-use customers, in accordance with 35 U.S.C. § 271(c) in this District and elsewhere in the United States.

60. Direct infringement of one or more claims of the '833 Patent is the result of activities performed by ZTE, its manufacturers, resellers, distributors and end-users of the ZTE Mobile Communication Devices.

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<sup>5</sup> For example, the ZTE "Grand Max X+" manual is available at [http://www.zteusa.com/media/wysiwyg/grand-grandmaxplus/ZTE\\_Grand\\_X\\_Max\\_User\\_Guide\\_English\\_-\\_PDF\\_-\\_3.16MB\\_.pdf](http://www.zteusa.com/media/wysiwyg/grand-grandmaxplus/ZTE_Grand_X_Max_User_Guide_English_-_PDF_-_3.16MB_.pdf) (last accessed December 3, 2015). ZTE includes instructions to a user or reseller of the Grand Max X+, and is aware that the '833 Patent is infringed when those instructions are followed. Manuals and support for each of the infringing ZTE Mobile Communications Devices are available at [www.zteusa.com](http://www.zteusa.com).

61. The ZTE Mobile Communication Devices (including but not limited to the UNICO LTE, Anthem™ 4G, Avid™ 4G, Max™, Warp 4G, Compel™, Flash™, Force, Grand S Pro™, Grand X Max +, Grand Memo II, Grand X LTE, Imperial™, Imperial™ II, Allstar LTE, Lever LTE, Maven™, Nubia 5S mini LTE, Overture™, Overture™ 2, Rapido LTE, Source™, Speed™, Supreme™, Vital™, Warp Sync™, Z998, ZMAX™, ZMAX™ 2, Home Base™/Home Base™ (GoPhone), zPad, Pocket WiFi, LivePro™, 4G LTE Hotspot Z915, Sonic 2.0 Mobile Hotspot LTE, Spro 2, Unite™, Unite™ II, Velocity™, JetPack™ 890L, and 4G LTE™ Router with Voice), incorporate functionalities and associated software and hardware components installed and configured by ZTE in compliance with the LTE Standards, including but not limited to 3GPP TS 36.201 Sections 1 and 4, and 3GPP TS 36.212 Section 5, infringe one or more claims of the '833 Patent, including but not limited to claim 1.<sup>6</sup> On information and belief, these functions and operations cannot work in an acceptable manner absent these software and hardware components that Defendants configure, install, and include in the ZTE Mobile Communication Devices for the purposes of performing such functions and operations. On information and belief, ZTE has designed, configured, and installed such software and hardware to entice users of the ZTE Mobile Communication Devices to use and operate these functionalities and to do so in a manner compliant with the LTE Standards.

62. The software and hardware components installed and configured by ZTE in compliance with the above LTE Standards, do not constitute a staple article or commodity of commerce. Moreover, use of the same is required for the operation of a ZTE Mobile

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<sup>6</sup> PanOptis incorporates by reference its Disclosure of Asserted Claims and Infringement Contentions pursuant to Local Patent Rule 3-1.

Communication Device. Any other use would be unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental.

63. The software and hardware components installed and configured by Defendants in compliance with the above LTE Standards are each a material part of the invention of the '833 Patent, are especially made for the infringing manufacture, sale and use of ZTE Mobile Communication Devices, and have no substantial non-infringing uses.

64. Accordingly, Defendants offer to sell, or sell within the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing the '833 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use. Defendants provide to others ZTE Mobile Communication Devices with distinct and separate components that have no substantial non-infringing uses.

65. Defendants' continued infringement of the '833 Patent has damaged and will continue to damage PanOptis.

### **COUNT III.**

#### **CLAIM FOR PATENT INFRINGEMENT OF THE '293 PATENT**

66. PanOptis repeats and realleges the allegations in paragraphs 1-65 as though fully set forth herein.

67. Defendants have directly infringed and continues to directly infringe the '293 Patent by making, using, selling, offering for sale, or importing into the United States, or by intending that others make, use, import into, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the '293 Patent including, but not limited to, mobile telephones, tablets, mobile hotspots, and digital projectors. The

accused wireless communication devices that infringe the one or more claims of the '293 Patent include, but are not limited to, at least the UNICO LTE, Anthem™ 4G, Avid™ 4G, Max™, Warp 4G, Compel™, Flash™, Force, Grand S Pro™, Grand X Max +, Grand Memo II, Grand X LTE, Imperial™, Imperial™ II, Allstar LTE, Lever LTE, Maven™, Nubia 5S mini LTE, Overture™, Overture™ 2, Rapido LTE, Source™, Speed™, Supreme™, Vital™, Warp Sync™, Z998, ZMAX™, ZMAX™ 2, Home Base™/Home Base™ (GoPhone), zPad, Pocket WiFi, LivePro™, 4G LTE Hotspot Z915, Sonic 2.0 Mobile Hotspot LTE, Spro 2, Unite™, Unite™ II, Velocity™, JetPack™ 890L, and 4G LTE™ Router with Voice. Further discovery may reveal additional infringing products and/or models.

68. Defendants have and continue to indirectly infringe the '293 Patent by inducing infringement by others of one or more claims, in accordance with 35 U.S.C. § 271(b) in this District and elsewhere in the United States.

69. ZTE received actual notice of the '293 Patent at least as early as July 18, 2014, by way of correspondence that Optis Cellular sent to ZTE.

70. ZTE, its manufacturers, resellers, distributors and end-users of the ZTE Mobile Communication Devices have engaged in and currently engage in activities that constitute direct infringement of one or more claims of the '293 Patent.

71. For example and without limitation, operation and use of the ZTE Mobile Communication Devices (including but not limited to the UNICO LTE, Anthem™ 4G, Avid™ 4G, Max™, Warp 4G, Compel™, Flash™, Force, Grand S Pro™, Grand X Max +, Grand Memo II, Grand X LTE, Imperial™, Imperial™ II, Allstar LTE, Lever LTE, Maven™, Nubia 5S mini LTE, Overture™, Overture™ 2, Rapido LTE, Source™, Speed™, Supreme™, Vital™, Warp Sync™, Z998, ZMAX™, ZMAX™ 2, Home Base™/Home

Base™ (GoPhone), zPad, Pocket WiFi, LivePro™, 4G LTE Hotspot Z915, Sonic 2.0 Mobile Hotspot LTE, Spro 2, Unite™, Unite™ II, Velocity™, JetPack™ 890L, and 4G LTE™ Router with Voice), which incorporate functionalities and associated software and hardware components installed and configured by ZTE in compliance with the LTE Standards, including but not limited to 3GPP TS 36.321 Sections 4 and 5, infringe one or more claims of the '293 Patent, including but not limited to claim 12.<sup>7</sup> The use and operation of these ZTE Mobile Communication Devices by ZTE, its resellers, manufacturers, or end-user customers constitutes a direct infringement of one or more claims of the '293 Patent.

72. ZTE's affirmative acts of selling the ZTE Mobile Communication Devices, causing the ZTE Mobile Communication Devices to be manufactured, and providing instruction manuals and support for the ZTE Mobile Communication Devices have induced and continue to induce ZTE's manufacturers, resellers, and end-users to make or use the ZTE Mobile Communication Devices in their normal and customary way to infringe one or more claims of the '293 Patent.

73. Through its manufacture and sale of the ZTE Mobile Communication Devices, Defendants specifically intend that ZTE's manufacturers, resellers and end-users directly infringe one or more claims of the '293 Patent. ZTE has knowledge of the '293 Patent and actually induces others, such as resellers, manufacturers and end-use customers, to directly infringe by using, selling exporting, supplying and/or distributing within the United States ZTE Communication Devices for resale to others, such as resellers and end-use customers. ZTE is aware that such actions would induce actual infringement. Further,

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<sup>7</sup> PanOptis incorporates by reference its Disclosure of Asserted Claims and Infringement Contentions pursuant to Local Patent Rule 3-1.

Defendants remain aware that these normal and customary activities would infringe the '293 Patent.

74. For example and without limitation, in connection with its sale, offering to sell, importation into the United States, and distributing within the United States of the ZTE Mobile Communication Devices, Defendants willfully provide manuals and support to resellers and end-use customers regarding the use and operation of ZTE's products in a way that infringes one or more claims of the '293 Patent. Specifically, ZTE willfully provides manuals and support through sales of the ZTE Communication Devices, through its website <http://www.ZTEmobile.com><sup>8</sup>, by telephone, and through other means of communication. When resellers and end-use customers follow such instructions and support, they directly infringe the '293 Patent. ZTE knows or should have known that by willfully providing such instructions and support, resellers and end-use customers follow those instructions and support, and directly infringe the '293 Patent.

75. Accordingly, ZTE has performed and continues to perform the acts that constitute indirect infringement, and would induce actual infringement, with the knowledge of the '293 Patent and with the knowledge or willful blindness to the fact that the induced acts would constitute infringement.

76. ZTE indirectly infringes one or more claims of the '293 Patent by contributing to infringement by others, such as manufacturers, resellers and end-use

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<sup>8</sup> For example, the ZTE "Grand Max X+" manual is available at [http://www.zteusa.com/media/wysiwyg/grand-grandmaxplus/ZTE\\_Grand\\_X\\_Max\\_User\\_Guide\\_English\\_-\\_PDF\\_-\\_3.16MB\\_.pdf](http://www.zteusa.com/media/wysiwyg/grand-grandmaxplus/ZTE_Grand_X_Max_User_Guide_English_-_PDF_-_3.16MB_.pdf) (last accessed December 3, 2015). ZTE includes instructions to a user or reseller of the Grand Max X+, and is aware that the '293 Patent is infringed when those instructions are followed. Manuals and support for each of the infringing ZTE Mobile Communications Devices are available at [www.zteusa.com](http://www.zteusa.com).

customers, in accordance with 35 U.S.C. § 271(c) in this District and elsewhere in the United States.

77. Direct infringement of one or more claims of the '293 Patent is the result of activities performed by ZTE, its manufacturers, resellers, distributors and end-users of the ZTE Mobile Communication Devices.

78. The ZTE Mobile Communication Devices (including but not limited to the UNICO LTE, Anthem™ 4G, Avid™ 4G, Max™, Warp 4G, Compel™, Flash™, Force, Grand S Pro™, Grand X Max +, Grand Memo II, Grand X LTE, Imperial™, Imperial™ II, Allstar LTE, Lever LTE, Maven™, Nubia 5S mini LTE, Overture™, Overture™ 2, Rapido LTE, Source™, Speed™, Supreme™, Vital™, Warp Sync™, Z998, ZMAX™, ZMAX™ 2, Home Base™/Home Base™ (GoPhone), zPad, Pocket WiFi, LivePro™, 4G LTE Hotspot Z915, Sonic 2.0 Mobile Hotspot LTE, Spro 2, Unite™, Unite™ II, Velocity™, JetPack™ 890L, and 4G LTE™ Router with Voice), incorporate functionalities and associated software and hardware components installed and configured by ZTE in compliance with the LTE Standards, including but not limited to 3GPP TS 36.321 Sections 4 and 5, infringe one or more claims of the '293 Patent, including but not limited to claim 12.<sup>9</sup> On information and belief, these functions and operations cannot work in an acceptable manner absent these software and hardware components that Defendants configure, install, and include in the ZTE Mobile Communication Devices for the purposes of performing such functions and operations. On information and belief, ZTE has designed, configured, and installed such software and hardware to entice users of the ZTE Mobile Communication Devices to use and operate these functionalities and to do so in a manner compliant with the LTE Standards.

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<sup>9</sup> PanOptis incorporates by reference its Disclosure of Asserted Claims and Infringement Contentions pursuant to Local Patent Rule 3-1.

79. The software and hardware components installed and configured by ZTE in compliance with the above LTE Standards, do not constitute a staple article or commodity of commerce. Moreover, use of the same is required for the operation of a ZTE Mobile Communication Device. Any other use would be unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental.

80. The software and hardware components installed and configured by Defendants in compliance with the above LTE Standards are each a material part of the invention of the '293 Patent, are especially made for the infringing manufacture, sale and use of ZTE Mobile Communication Devices, and have no substantial non-infringing uses.

81. Accordingly, Defendants offer to sell, or sell within the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing the '293 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use. Defendants provide to others ZTE Mobile Communication Devices with distinct and separate components that have no substantial non-infringing uses.

82. Defendants' continued infringement of the '293 Patent has damaged and will continue to damage PanOptis.

**PLAINTIFFS' NON-STANDARDS-ESSENTIAL PATENT**

**COUNT IV.**

**CLAIM FOR PATENT INFRINGEMENT OF THE '506 PATENT**

83. PanOptis repeats and realleges the allegations in paragraphs 1-82 as though fully set forth herein.



84. The '506 Patent, originally assigned to LG and subsequently assigned to Plaintiffs, is not, and has not been declared, a standards-essential patent and accordingly is not subject to FRAND.

85. Defendants have directly infringed and continue to directly infringe the '506 Patent by making, using, selling, offering for sale, or importing into the United States, or by intending that others make, use, import into, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the '506 Patent including, but not limited to, mobile telephones. The accused wireless communication devices that infringe the one or more claims of the '506 Patent include, but are not limited to, at least ZMAX™ 2, Allstar LTE, Maven™, Savvy, and Valet. Further discovery may reveal additional infringing products and/or models.

86. ZTE has and continues to indirectly infringe the '506 Patent by inducing infringement by others of one or more claims, in accordance with 35 U.S.C. § 271(b) in this District and elsewhere in the United States.

87. ZTE received actual notice of the '506 Patent at least as early as July 18, 2014, by way of correspondence that Optis Cellular sent to ZTE.

88. ZTE, its manufacturers, resellers, distributors, and end-users of the ZTE Mobile Communication Devices each have engaged in and currently engage in activities that constitute direct infringement of one or more claims of the '506 Patent.

89. For example and without limitation, operation and use of the ZTE Mobile Communication Devices (including but not limited to ZMAX™ 2, Allstar LTE, Maven™, Savvy, and Valet), which incorporate object-oriented functionalities and associated software interfaces, touchscreen hardware and related software, and other software and hardware that

ZTE configures, installs, and includes in the ZTE Mobile Communication Devices for the function of displaying and allowing movement of objects on a touchscreen device, infringes one or more claims of the '506 Patent, including but not limited to claim 8.<sup>10</sup> The manufacture, use and operation, sale, offer to sell, and importation of these ZTE Mobile Communication Devices by ZTE constitutes a direct infringement of one or more claims of the '506 Patent.

90. ZTE's affirmative acts of selling the ZTE Mobile Communication Devices, causing the ZTE Mobile Communication Devices to be manufactured, and providing instruction manuals and support for the ZTE Mobile Communication Devices have induced and continue to induce ZTE's manufacturers, resellers, and end-users to make or use the ZTE Mobile Communication Devices in their normal and customary way to infringe one or more claims of the '506 Patent.

91. Through its manufacture and sale of the ZTE Mobile Communication Devices, Defendants specifically intend that ZTE's manufacturers, resellers and end-users directly infringe one or more claims of the '506 Patent. ZTE has knowledge of the '506 Patent and actually induces others, such as resellers, manufacturers and end-use customers, to directly infringe by using, selling exporting, supplying and/or distributing within the United States ZTE Communication Devices for resale to others, such as resellers and end-use customers. ZTE is aware that such actions would induce actual infringement. Further, Defendants remain aware that these normal and customary activities would infringe the '506 Patent.

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<sup>10</sup> PanOptis incorporates by reference its Disclosure of Asserted Claims and Infringement Contentions pursuant to Local Patent Rule 3-1.

92. For example and without limitation, in connection with its sale, offering to sell, importation into the United States, and distributing within the United States of the ZTE Mobile Communication Devices, Defendants willfully provide manuals and support to resellers and end-use customers regarding the use and operation of ZTE's products in a way that infringes one or more claims of the '506 Patent. Specifically, ZTE willfully provides manuals and support through sales of the ZTE Communication Devices, through its website <http://www.ZTEmobile.com><sup>11</sup>, by telephone, and through other means of communication. When resellers and end-use customers follow such instructions and support, they directly infringe the '506 Patent. ZTE knows or should have known that by willfully providing such instructions and support, resellers and end-use customers follow those instructions and support, and directly infringe the '506 Patent.

93. Accordingly, ZTE has performed and continues to perform the acts that constitute indirect infringement, and would induce actual infringement, with the knowledge of the '506 Patent and with the knowledge or willful blindness to the fact that the induced acts would constitute infringement.

94. ZTE indirectly infringes one or more claims of the '506 Patent by contributing to infringement by others, such as manufacturers, resellers and end-use customers, in accordance with 35 U.S.C. § 271(c) in this District and elsewhere in the United States.

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<sup>11</sup> For example, the ZTE "ZMAX 2" manual is available at [https://www.zteusa.com/media/wysiwyg/zte-zmax2-att/ZTE\\_ZMAX\\_2\\_User\\_Guide\\_English\\_-\\_PDF\\_-\\_18.1MB\\_.pdf](https://www.zteusa.com/media/wysiwyg/zte-zmax2-att/ZTE_ZMAX_2_User_Guide_English_-_PDF_-_18.1MB_.pdf) (last accessed December 3, 2015). ZTE includes instructions to a user or reseller of the ZMAX 2, and is aware that the '506 Patent is infringed when those instructions are followed. Manuals and support for each of the infringing ZTE Mobile Communications Devices are available at [www.zteusa.com](http://www.zteusa.com).

95. Direct infringement of one or more claims of the '506 Patent is the result of activities performed by ZTE, its manufacturers, resellers, distributors and end-users of the ZTE Mobile Communication Devices.

96. The ZTE Mobile Communication Devices (including but not limited to the ZMAX™ 2, Allstar LTE, Maven™, Savvy, and Valet), incorporate object-oriented functionalities and associated software interfaces, touchscreen hardware and related software, and other software and hardware that ZTE configures, installs, and includes in the ZTE Mobile Communication Devices for the function of displaying and allowing movement of objects on a touchscreen device. On information and belief, these functions and operations cannot work in an acceptable manner absent these software and hardware components that Defendants configure, install, and include in the ZTE Mobile Communication Devices for the purposes of performing such functions and operations. On information and belief, ZTE has designed, configured, and installed such software and hardware to entice users of the ZTE Mobile Communication Devices to use and operate these functionalities and to do so in a manner compliant with the LTE Standards.

97. The software and hardware components installed and configured by ZTE to practice the patented operations and structures, do not constitute a staple article or commodity of commerce. Moreover, use of the same is required for the operation of a ZTE Mobile Communication Device. Any other use would be unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental.

98. The software and hardware components installed and configured by Defendants are each a material part of the invention of the '506 Patent, are especially made

for the infringing manufacture, sale and use of ZTE Mobile Communication Devices, and have no substantial non-infringing uses.

99. Accordingly, Defendants offer to sell, or sell within the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing the '506 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use. Defendants provide to others ZTE Mobile Communication Devices with distinct and separate components that have no substantial non-infringing uses.

100. Defendants' continued infringement of the '506 Patent has damaged and will continue to damage PanOptis.

#### **COUNT V.**

#### **WILLFUL INFRINGEMENT**

101. PanOptis repeats and realleges the allegations in paragraphs 1-100 as though fully set forth herein.

102. Defendants have willfully infringed and/or does willfully infringe each of the Asserted Patents.

103. Defendants received actual notice of each of the Asserted Patents at least as early as July 18, 2014 by way of correspondence that Optis Cellular sent to ZTE.

104. After receiving such actual notice of the Asserted Patents, ZTE proceeded to make, use, test, sell and offer to sell in this District and elsewhere in the United States, and import into this District and elsewhere in the United States, the ZTE Mobile Communication Devices.

105. On information and belief, ZTE engaged in such activities despite an objectively high likelihood that its actions constituted infringement of valid patents. ZTE knew or should have known that its actions would cause direct infringement of each of the Asserted Patents.

## **COUNT VI.**

### **DECLARATORY JUDGMENT**

106. PanOptis repeats and realleges the allegations in paragraphs 1-105 as though fully set forth herein.

107. Optis Cellular owns patents essential to the GSM, UMTS, and LTE standards, and PPM possesses the full rights to license these patents to ZTE. Without a license, ZTE will infringe upon Plaintiffs' Essential Patents.

108. Plaintiffs, as possessing the full rights in patents that are essential and remain essential to the GSM, UMTS, and/or LTE standards, are obligated to offer ZTE a license to Plaintiffs' Essential Patents on FRAND terms.

109. ZTE makes, has made, sells, leases, disposes of, repairs, uses, and operates products and uses methods that practice the GSM, UMTS, and/or LTE standards and is therefore required to obtain a license under Plaintiffs' Essential Patents.

110. There is a case or controversy, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment, as to whether Plaintiffs have complied with their commitments to offer a license their Essential Patents on FRAND terms. Plaintiffs have in good faith presented ZTE with FRAND terms for a worldwide license under Plaintiffs' entire portfolio of Essential Patents. ZTE, however, has rebuffed and continues to rebuff Plaintiffs' good faith efforts to negotiate a license with ZTE.

111. Plaintiffs are entitled to a declaratory judgment that they have complied with their obligations arising from their licensing declarations to ETSI, ETSI's IPR Policy, and any applicable laws during their negotiations with ZTE concerning a worldwide license under Plaintiffs' Essential Patents.

**DEMAND FOR JURY TRIAL**

PanOptis hereby demands a jury for all issues so triable.

**PRAYER FOR RELIEF**

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

- A. Adjudge that the Defendants has directly infringed, contributorily infringed, and/or induced the infringement of each of the Asserted Patents;
- B. Adjudge that the Defendants' infringement of the Asserted Patents was willful, and that Defendants' continued infringement of the Asserted Patents is willful;
- C. Award PanOptis damages in an amount adequate to compensate PanOptis for the Defendants' infringement of the Asserted Patents, but in no event less than a reasonable royalty under 35 U.S.C. § 284;
- D. Award enhanced damages by reason of the Defendants' willful infringement of the Asserted Patents, pursuant to 35 U.S.C. § 284;
- E. Award PanOptis pre-judgment and post-judgment interest to the full extent allowed under the law, as well as its costs (including all disbursements);
- F. Award PanOptis a post-judgment forward royalty;
- G. Enter declaratory judgment that Plaintiffs have complied with their obligations arising from their licensing declarations to ETSI, ETSI's IPR

Policy, and any applicable laws during their negotiations with Defendants concerning a worldwide license under Plaintiffs' Essential Patents;

- H. Order an accounting for damages; and
- I. Award such other relief as the Court may deem appropriate and just under the circumstances.



DATED: January 17, 2016

Respectfully submitted,

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