

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

KONINKLIJKE KPN N.V., )  
)  
Plaintiff, )  
)  
v. )  
)  
TCL COMMUNICATION, INC., TCL )  
COMMUNICATION TECHNOLOGY )  
HOLDINGS LIMITED, TCT MOBILE, INC., )  
TCT MOBILE (US) INC., and TCT MOBILE )  
(US) HOLDINGS, INC., )  
)  
Defendants. )  
\_\_\_\_\_ )

C.A. No. 17-cv-91-LPS-CJB

**JURY TRIAL DEMANDED**

**SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

This is an action for patent infringement in which Plaintiff Koninklijke KPN N.V. (hereafter “KPN” or “Plaintiff”) makes the following allegations against TCL Communication, Inc., TCL Communication Technology Holdings Limited, TCT Mobile, Inc., TCT Mobile (US) Inc., and TCT Mobile (US) Holdings, Inc. (collectively “TCL” or “Defendants”):

**BACKGROUND**

1. KPN’s extensive research and development efforts have led to hundreds of issued patents in the United States and across the world. These patents have been licensed in turn by leading global telecommunications companies, including many of TCL’s mobile technology competitors.

2. KPN has made its patents available for license on an individual basis through bilateral negotiations and, at the licensor’s option, collectively through joint licensing or patent pool licensing arrangements.

3. Prior to filing suit in this action, Plaintiff provided TCL with notice of the patents at issue and engaged in lengthy negotiations with TCL to try to resolve this dispute.

4. Despite these efforts, TCL refused to license on mutually agreeable terms the patents described herein. Plaintiff therefore files this suit against TCL seeking the Court's protection of their valuable intellectual property rights.

### **PARTIES**

5. Plaintiff KPN is a telecommunications (including fixed, mobile, television and internet) and ICT solution provider headquartered at Maanplein 55, NL-2516 CK, The Hague, The Netherlands.

6. Upon information and belief, Defendant TCL Communication Inc. is a corporation organized and existing under the laws of Delaware with its principal place of business at 25 Edelman, Suite 200, Irvine, California, 92618. TCL Communication Inc. can be served with process through its registered agent for service of process – Corporation Service Company (d/b in California as CSC - Lawyers Incorporating Service) at 2710 Gateway Oaks Drive Suite 150N, Sacramento, California 95833. On information and belief, TCL Communication Inc. is a subsidiary of TCL Corporation.

7. Upon information and belief, Defendant TCL Communication Technology Holdings Limited is a corporation organized and existing under the laws of the People's Republic of China with its principal place of business is 15/F, TCL Tower, Gaoxin Nan Yi Road, Nanshan District, Shenzhen, Guangdong, China, postal code 518057. On information and belief, TCL Communication Technology Holdings Limited is a subsidiary of TCL Corporation. TCL Communication Technology Holdings Limited can be served with process pursuant to the Delaware Long Arm Statute, 10 Del. C. § 3104.

8. Upon information and belief, Defendant TCT Mobile, Inc., is a corporation organized and existing under the laws of Delaware with its principal place of business at 25 Edelman, Suite 200, Irvine, California, 92618. TCT Mobile, Inc., can be served with process through its registered agent for service of process – James Wodach, 25 Edelman, Suite 200 Irvine, California, 92618. On information and belief, TCT Mobile, Inc., is a subsidiary of TCL Corporation.

9. Upon information and belief, Defendant TCT Mobile (US) Inc. is a corporation organized and existing under the laws of Delaware with its principal place of business at 25 Edelman, Suite 200, Irvine, California, 92618. TCT Mobile (US) Inc. can be served with process through its registered agent for service of process – Daisy Tuen Yi Chan, 25 Edelman, Suite 200 Irvine, California, 92618. On information and belief, TCT Mobile, Inc. is a subsidiary of TCL Corporation.

10. Upon information and belief, Defendant TCT Mobile (US) Holdings, Inc., is a corporation organized and existing under the laws of Delaware with its principal place of business at 25 Edelman, Suite 200, Irvine, California, 92618. TCT Mobile (US) Holdings, Inc., can be served with process through its registered agent for service of process – Corporation Service Company (d/b in California as CSC - Lawyers Incorporating Service) at 2710 Gateway Oaks Drive Suite 150N, Sacramento, California 95833. On information and belief, TCT Mobile (US) Holdings, Inc. is a subsidiary of TCL Corporation.

#### **JURISDICTION AND VENUE**

11. This action arises under the patent laws of the United States, Title 35 of the United States Code.

12. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

13. This Court has personal jurisdiction over Defendants because, directly or through intermediaries, each has committed acts within Delaware giving rise to this action and/or has established minimum contacts with Delaware such that the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.

14. For example, in a Stipulation (D.I. 11) filed with this Court on March 29, 2017, each TCL Defendant represented “that TCL Communication, Inc., TCL Communication Technology Holding[s] Limited, TCT Mobile, Inc., TCT Mobile (US) Inc., and TCT Mobile (US) Holdings, Inc. ... make, sell, offers to sell, or import into the United States the products or categories of products referenced in Plaintiff’s Complaint” (D.I. 9 ¶ 25), “including but not limited to the TCL OneTouch Go Play and related or similar communication devices, as well as technology or infrastructure making use of or incorporating the same or similar error checking technology described in Ex. A [the ’662 patent].” (D.I. 11 ¶ 3)

15. Accordingly, on information and belief, each TCL Defendant has placed and is continuing to place infringing products into the stream of commerce via an established distribution channel with the knowledge and/or understanding that such products are being and will continue to be sold in the State of Delaware, including in this District.

16. On information and belief, each TCL Defendant also has derived substantial revenues from its infringing acts in the State of Delaware and this District, including from its sales of infringing devices in the United States.

17. In addition, on information and belief, each TCL Defendant has and continues to knowingly induce infringement by others within this District by advertising, marketing, offering

for sale, and/or selling devices containing infringing functionality within this District to consumers, customers, manufacturers, distributors, resellers, partners, and/or end users, and by providing instructions, user manuals, advertising, and/or marketing materials which facilitate, direct, or encourage the use of infringing functionality with knowledge thereof.

18. Venue is proper under 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400.

### **THE ASSERTED PATENT**

19. This lawsuit asserts causes of action for infringement of United States Patent No. 6,212,662 (“’662 patent” or the “Asserted Patent”).

20. The ’662 patent previously was the subject of litigation captioned *Koninklijke KPN N.V., v. Samsung Electronics Co., Ltd.*, Civil Action Nos. 2:14-cv-1165 and 2:15-cv-948 (E.D. Tex.). On September 21, 2016, the parties filed a “Joint Stipulation to Dismiss” that lawsuit.

21. On July 8, 2016, the United States Patent and Trademark Office, Patent Trial and Appeal Board (“PTAB”) largely declined to institute *inter partes* review of the ’662 patent—finding “no reasonable likelihood” that any of the invalidity contentions directed at claims 3 and 4 of the ’662 patent had merit.

22. Defendants have been on notice of the asserted patent, have been invited to take a license to the asserted patent, and have declined to license the asserted patent.

23. For example, on information and belief, each TCL Defendant received notice of the ’662 patent and their respective infringement of it at least by March 11, 2014, when KPN met with Kay Kasper in Dusseldorf, Germany, to discuss TCL’s infringement of the ’662 patent and their need to obtain a license to the ’662 patent for their Long-Term Evolution radio platform (“LTE,” also commonly referred to as “4G” and/or “4G LTE” and/or “LTE-Advanced”) and

UMTS (also commonly referred to as “3G” and/or “W-CDMA”) devices. At that meeting, Mr. Kasper, an attorney, was representing TCL Corporation and its world-wide interests and thus, on information and belief, each TCL Defendant. Further, the TCL Defendants have stipulated that “Plaintiff’s communications with TCL Corporation regarding the patent-in-suit (and any communication by its predecessors in interest with respect to the patent-in-suit), will be treated for the purposes of this litigation as also with TCL Communication, Inc., TCL Communication Technology Holding[s] Limited, TCT Mobile, Inc., TCT Mobile (US) Inc., and TCT Mobile (US) Holdings, Inc.” (D.I. 11 at ¶ 3)

24. Further, at that meeting, KPN told Mr. Kasper that the ’662 patent had been recognized as essential to the 3GPP TS 36.212 LTE standard, as well as the UMTS standard, which govern the generation of data for error checking in LTE and UMTS devices and with which a device must comply to be interoperable with standard LTE and UMTS networks. Further, at that meeting, KPN provided Mr. Kasper with documentation to that effect.

25. On April 2, 2014, Mr. Koenraad Wuyts, KPN’s Chief Intellectual Property Office, emailed Mr. Kasper additional information regarding its infringement and need for a license and suggested the parties meet again in May. Mr. Wuyts subsequently met with TCL on May 27, 2014. During that meeting, the parties again discussed the ’662 patent and TCL’s need to obtain a license to it due to the infringement of TCL’s LTE and UMTS devices.

26. Each TCL Defendant subsequently received additional notice of the ’662 patent and its infringement. For example, on behalf of KPN, in a letter dated July 10, 2015, Sisvel UK Limited independently notified TCL Communication Technology Holdings Ltd., which it told TCL it understood to be the principle point of contact for the entire TCL group, of the ’662 and

other patents and told TCL it needed to obtain a license to that patent for its “LTE capable products, including but not limited to the Smart Phone models M2U, P618L, P588L, etc[.]”

27. Further, in a letter dated October 6, 2015, Sisvel reiterated to TCL that it needed to obtain a license for its LTE products—telling TCL: “We are concerned that TCL Communication Technology Holdings Ltd has failed to reply to Sisvel and seemingly continues to commercialize products that make use of the LTE patents, without taking a license to these patents. Please note that the LTE enabled products that are manufactured or sold by your company, remain unlicensed. Continuing to manufacture, import and/or sell such products without a license to the LTE patents will leave TCL Communication Technology Holdings Ltd with a growing liability.”

28. Further, in an email to Mao Dalin, Legal Counsel for TCL, dated January 12, 2016, Sisvel again told TCL it needed to obtain a license for its “LTE and LTE-Advanced” devices—also telling TCL the ’662 and other identified patents had been recognized as essential to the LTE and LTE-Advanced standard. In a subsequent email to Mr. Dalin dated January 28, 2016, Sisvel further explained that claim 1 of the ’662 patent had been recognized as essential to the 3GPP TS 36.212 v9.3.0 standard, Sections 5, 5.1, 5.1.1, 5.1.2, 5.1.3, Table 5.1.3-1, 5.1.3.2, 5.1.3.2.1, and Figure 5.1.3-2, 5.1.3.2.3, which govern the generation of data for error checking in LTE devices and with which a device must comply to be interoperable with LTE networks. Further, Sisvel reiterated that “TCL’s LTE capable products, including but not limited to the Smart Phone models M2U, P618L, P588L, etc, require a license.” Sisvel also offered to provide TCL with additional information “regarding the license terms and the patents under offer for license.” Mr. Dalin subsequently confirmed his receipt of this information.

29. Further, Sisvel reiterated its request that TCL obtain a license to the '662 patent in a letter dated February 22, 2016. Sisvel did the same in a subsequent email dated May 9, 2016—also telling Mr. Dalin that, if TCL had any questions, Sisvel “could arrange a conference call for technical discussion.”

30. Further, in a letter dated June 3, 2016, Sisvel again informed TCL that the '662 patent had been recognized as essential to the 3GPP TS 36.212 LTE standard and that TCL needed to obtain a license to it for its “TCL Alcatel devices using LTE technology.” Further, in that letter, Sisvel explained that, “[i]n the course of the past 11 months, Sisvel has been engaging and urging TCL Alcatel to enter in meaningful discussions regarding this license offer,” including by “alert[ing] TCL Alcatel of the patents offered under license and notif[y]ing TCL Alcatel of the infringement thereof by TCL Alcatel’ LTE enabled products” and “explain[ing] to TCL Alcatel the way said patents are infringed” and “repeatedly offer[ing] to make its engineers available for further discussion, which TCL Alcatel repeatedly refused or ignored.” It thus concluded by asking TCL to tell Sisvel by June 20, 2016, whether it would obtain a license.

**COUNT 1**  
**INFRINGEMENT OF U.S. PATENT NO. 6,212,662**

31. Plaintiff repeats and incorporates by reference each preceding paragraph as if fully set forth herein and further state:

32. On April 3, 2001, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 6,212,662, which is entitled, “Method and Devices for the Transmission of Data With the Transmission Error Checking.” A true and correct copy of the '662 patent is attached as Exhibit A.



33. KPN is the owner by assignment of the '662 patent and holds all rights, title and interest to the '662 patent, including the sole right to sue and recover for any and all infringements.

34. The devices claimed in the '662 patent have proved to be of great importance to the field of error detection and correction.

35. For example, in 2011, Sisvel International, which manages the LTE/LTE-A patent pool, recognized claims 1-3 of the '662 patent to be essential to §§ 5, 5.1, 5.1.1, 5.1.2, 5.1.3, 5.1.3.2, 5.1.3.2.1, and 5.1.3.2.3, including Figure 5.1.3-2, Tables 5.1.3-1 and 5.1.3-3, of the 3GPP TS 36.212 LTE communications standard. Shortly thereafter, the International Patent Evaluation Committee recognized claims 1-4 of the '662 patent to be essential to §§ 1, 4.1, 4.2.2.2, 4.2.3, 4.2.3.2.1, 4.2.3.2.3, 4.2.3.2.3.1, and 4.2.3.2.3.2, including Figure 4 and Tables 1 and 2, of the 3GPP TS 25.212 standard for UMTS (W-CDMA) communications.

36. The '662 patent also has been treated as essential by both Sisvel International, which managed the cdma2000 patent pool, and Sipro Lab Telecom, Inc., which managed a pool of telecommunications patents essential to the W-CDMA 3GPP standard.

37. At least by March 11, 2014, KPN told each TCL Defendant that the '662 patent had been recognized as essential to the 3GPP TS 36.212 standard for LTE communications.

38. Consistent with this recognition of its importance to the field of error detection and correction, the '662 patent has been licensed extensively by many of TCL's mobile technology competitors.

39. The '662 patent also has been the subject of prior litigation, including in *Koninklijke KPN N.V. v. Samsung Electronics Co., Ltd.*, Civil Action No. 2:14-cv-1165 (E.D.

Tex.), in which the Court construed terms expected to be at issue in this matter. Plaintiff relies on those constructions herein in support of their allegations.

40. Further, in the course of that prior litigation, Samsung Electronics Co., Ltd., et al., (“Samsung”) filed a request for *inter partes* review—arguing claims 1-4 of the ’662 patent were anticipated and/or obvious in light of multiple prior art references. After thorough consideration, the Patent Trial and Appeals Board (“PTAB”) declined to institute *inter partes* review as to claims 3 and 4 of the ’662 patent on any ground—concluding on the lengthy record before it that no “reasonable likelihood” existed that claims 3 and 4 were invalid. Regarding claims 1 and 2, the PTAB concluded that no “reasonable likelihood” existed that the claims were anticipated.

41. Samsung filed a Petition for Rehearing of the PTAB’s decision. The PTAB subsequently issued another lengthy decision denying the request.

42. TCL has directly infringed and continues to directly infringe the ’662 patent in violation 35 U.S.C. § 271(a) by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, without authorization, products that practice claims 1-4 of the ’662 patent literally or under the doctrine of equivalents (hereafter “’662 Accused Products”). At a minimum, such ’662 Accused Products include all TCL smartphones and other mobile telecommunication devices configured to send or receive data over an LTE, UMTS, or cdma2000 data network making use of or incorporating error checking technology as described in Ex. A. This includes products like the TCL OneTouch Go Play, including at least model number 7048W (hereafter “OneTouch Go Play”), which, on information and belief, is configured to transmit data on LTE and UMTS data networks.

43. As detailed in paragraphs 44-48 below, on information and belief, the TCL OneTouch Go Play is an LTE and UMTS compatible device that meets every element of claims

1-4 of the '662 patent literally or under the doctrine of equivalents.<sup>1</sup> Further, on information and belief, the identified components and functionality of the TCL OneTouch Go Play are representative of the components and functionality present in all '662 Accused Products, including but not limited to the including but not limited to the TCL S900, TCL J926T, TCL S860, TCL Hero N3 (TCL Y910), TCL S850L LTE, TCL Y900, TCL S850, TCL S820, TCL Y600, TCL Y710, TCL P600, ALCATEL ONETOUCH Evolve™ 2, ALCATEL ONETOUCH PIXI™ 7 4G LTE Tablet for Sprint, ALCATEL ONETOUCH PIXI™ 7 Tablet, TCL S725T, TCL H900M Hero 2 TD-LTE, TCL Flame, TCL S720, TCL Joy J928, AT&T Trek® HD 4G LTE Tablet, ALCATEL ONETOUCH Elevate™, ALCATEL ONETOUCH IDOL™ 3 for Cricket®, ALCATEL ONETOUCH Fierce™ XL, ALCATEL ONETOUCH POP Astro®, ALCATEL ONETOUCH A205G, ALCATEL ONETOUCH Conquest™, ALCATEL ONETOUCH PIXI™ 3 (4"), ALCATEL ONETOUCH PIXI™ 3 (4.5"), TCL Lewan 2C Dual SIM TD-LTE P590L, TCL Lewan 2 Dual SIM TD-LTE P668L, TCL i800 Dual SIM TD-LTE, TCL P528D TD-LTE, TCL P502U TD-LTE, ALCATEL ONETOUCH® Flint™, ALCATEL ONETOUCH Fierce™ XL with Windows® 10, ALCATEL ONETOUCH POP™ 7 LTE Tablet for T-Mobile, TCL 309T TD-LTE, Alcatel GO FLIP™, and TCL KeyOne.

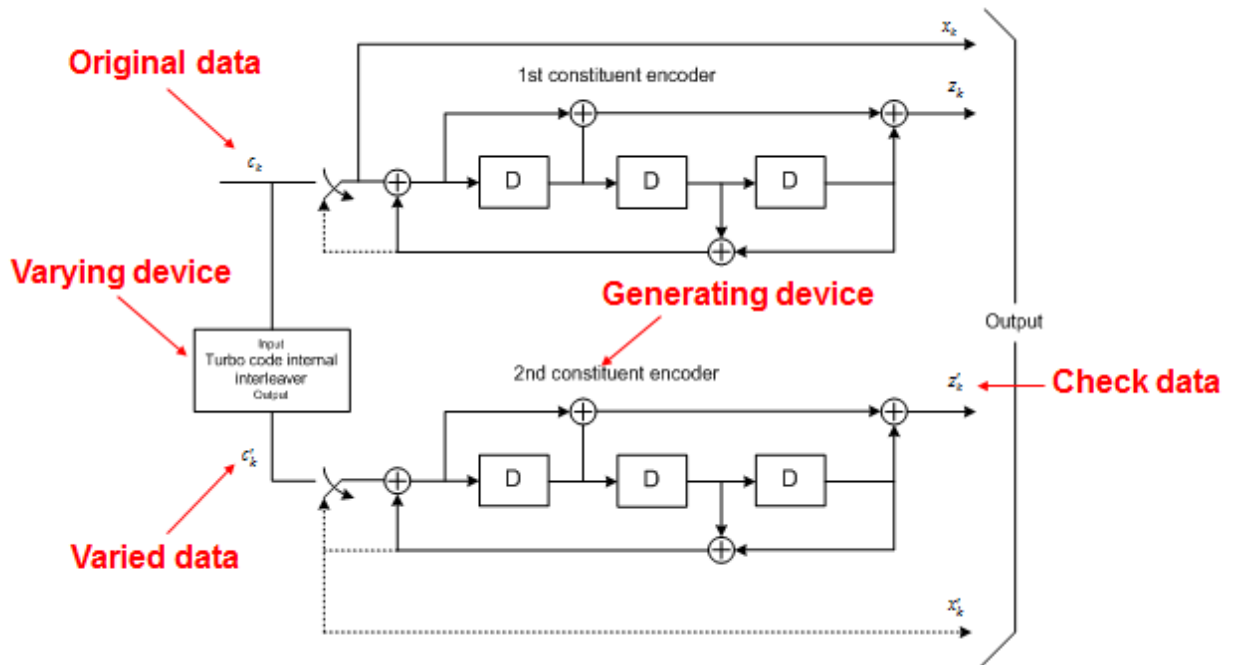
44. Claim 1 of the '662 patent is illustrative of the device claims of the '662 patent. It claims a device configured to check for errors in data, including in transmitted data, from data provided in blocks comprised of plural bits received in a particular ordered sequence. The device further includes at least one varying device configured to vary this original data, including through its incorporation of an interleaver or other permutating device configured to reorder at least some of the bits of the original data input to it without reordering any of the blocks of

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<sup>1</sup> This description is illustrative and not intended to be an exhaustive or limiting explanation of every manner in which each '662 Accused Product infringes the '662 patent.

original data it receives, prior to supplying it to at least one generating device. The device further includes at least one generating device configured to generate supplementary data (check data) from the data it receives from the at least one permutating device.

45. On information and belief, the TCL OneTouch Go Play is a device configured to send and receive data transmitted in the form of blocks comprised of plural bits in a particular ordered sequence that can be used to generate data for error checking. On information and belief, the TCL OneTouch Go Play also is a device configured to use such data to check for errors in such transmitted data. Further, on information and belief, the TCL OneTouch Go Play includes a varying device configured to vary the original data it receives, including through its incorporation of an interleaver configured to reorder the bit position of at least some of the bits of the original data provided to it without reordering any of the blocks of that original data, prior to supplying that now varied data to at least one generating device. Further, on information and belief, the TCL OneTouch Go Play further includes at least one device configured to generate supplementary data for use in error checking (i.e., check data), including but not limited to through its use of one or more encoders. Below is a representative depiction of such infringing components and functions as utilized in the TCL OneTouch Go Play:



46. Further, on information and belief, the TCL OneTouch Go Play includes at least one varying device, including, for example, an interleaver, configured to change from time to time the manner in which it reorders at least some of the data bits it receives as disclosed in claim 2 of the '662 patent.

47. On information and belief, the TCL OneTouch Go Play further includes at least one varying device, including, for example, an interleaver, configured to change the manner in which it reorders at least some of the bits it receives based on the characteristics of at least some of the bits it receives as disclosed in claim 3 of the '662 patent.

48. On information and belief, the TCL OneTouch Go Play further includes at least one permutating device, including, for example, an interleaver, that includes or makes use of data storage in which subsequent reorderings of the members of the given set are stored as disclosed in claim 4 of the '662 patent.

49. On information and belief, TCL Communication, Inc., therefore has directly infringed, and continues to directly infringe, each element of claims 1-4 of the '662 patent by selling and offering to sell in the United States, and by importing into the United States, without authorization, '662 Accused Products like the TCL OneTouch Go Play. In fact, by way of example, TCL Communication, Inc., has stipulated that it has made, sold, offered for sale, or imported into the United States the TCL OneTouch Go Play or "related or similar communication devices, as well as technology or infrastructure making use of or incorporating the same or similar error checking technology described in [the '662 patent]." (D.I. 11 ¶ 3)

50. On information and belief, TCL Communication Technology Holdings Limited therefore also has directly infringed, and continues to directly infringe, each element of claims 1-4 of the '662 patent by selling and offering to sell in the United States, and by importing into the United States, without authorization, '662 Accused Products like the TCL OneTouch Go Play. In fact, by way of example, TCL Communication Technology Holdings Limited has stipulated that it has made, sold, offered for sale, or imported into the United States the TCL OneTouch Go Play or "related or similar communication devices, as well as technology or infrastructure making use of or incorporating the same or similar error checking technology described in [the '662 patent]." (D.I. 11 ¶ 3)

51. On information and belief, TCT Mobile, Inc., therefore also has directly infringed, and continues to directly infringe, each element of claims 1-4 of the '662 patent by selling and offering to sell in the United States, and by importing into the United States, without authorization, '662 Accused Products like the TCL OneTouch Go Play. In fact, by way of example, TCT Mobile, Inc., has stipulated that it has made, sold, offered for sale, or imported into the United States the TCL OneTouch Go Play or "related or similar communication devices,

as well as technology or infrastructure making use of or incorporating the same or similar error checking technology described in [the '662 patent].” (D.I. 11 ¶ 3)

52. On information and belief, TCL Mobile (US) Inc. therefore also has directly infringed, and continues to directly infringe, each element of claims 1-4 of the '662 patent by selling and offering to sell in the United States, and by importing into the United States, without authorization, '662 Accused Products like the TCL OneTouch Go Play. In fact, by way of example, TCL Mobile (US) Inc. has stipulated that it has made, sold, offered for sale, or imported into the United States the TCL OneTouch Go Play or “related or similar communication devices, as well as technology or infrastructure making use of or incorporating the same or similar error checking technology described in [the '662 patent].” (D.I. 11 ¶ 3)

53. On information and belief, TCL Mobile (US) Holdings, Inc., therefore also has directly infringed, and continues to directly infringe, each element of claims 1-4 of the '662 patent by selling and offering to sell in the United States, and by importing into the United States, without authorization, '662 Accused Products like the TCL OneTouch Go Play. In fact, by way of example, TCL Mobile (US) Holdings, Inc., has stipulated that it has made, sold, offered for sale, or imported into the United States the TCL OneTouch Go Play or “related or similar communication devices, as well as technology or infrastructure making use of or incorporating the same or similar error checking technology described in [the '662 patent].” (D.I. 11 ¶ 3)

54. In addition, TCT has indirectly infringed and continues to indirectly infringe the '662 patent in violation 35 U.S.C. § 271(b) by taking active steps to encourage and facilitate direct infringement by third parties, including OEMs, partners, service providers, manufacturers, importers, resellers, customers, and/or end users, in this District and elsewhere in the United

States, through the dissemination of the '662 Accused Products and the creation and dissemination of promotional and marketing materials, supporting materials, instructions, product manuals, and/or technical information relating to such products with knowledge and the specific intent that its efforts will result in the direct infringement of the '662 patent.

55. For example, on information and belief, each TCL Defendant has taken, or participated in taking, active steps to encourage end users of the TCL OneTouch Go Play to use the product in the United States in a manner it knows will directly infringe each element of at least claim 1 of the '662 patent as described above in paragraphs 44-48, including by encouraging users to utilize the TCL OneTouch Go Play to transmit data over LTE data networks despite knowing of the '662 patent and the fact that such data transmissions will cause an end user to use the TCL OneTouch Go Play in a manner that infringes the '662 patent.

56. Such active steps include, for example, advertising and marketing the TCL OneTouch Go Play as a smartphone capable of transmitting data on an LTE data network and instructing TCL OneTouch Go Play users how to utilize the TCL OneTouch Go Play to transmit data on such data networks in the written manuals it has provided, and continues to provide, despite its knowledge of the '662 patent and the fact that such data transmissions cause TCL OneTouch Go Play users to directly infringe the '662 patent. *See, e.g.*, <http://media.alcatelonetouch.us/pub/media/wysiwyg/product-support/pdf/Manual.GoPlay.pdf> (instructing users at pages 64 and 99-101 how to connect to an LTE network and transmit data over such networks). In short, each TCL Defendant actively induced, and continues to actively induce, the direct infringement of the '662 patent by its end users by, among other things, publishing TCL OneTouch Go Play manuals and promotional literature describing and instructing the configuration and operation by its customers of the TCL OneTouch Go Play in an



infringing manner and by offering support and technical assistance to its customers that encourage use of the TCL OneTouch Go Play in ways that directly infringe at least claim 1 of the '662 patent.

57. Further, each TCL Defendant took or participated in the undertaking of such active steps after receiving notice from KPN of the '662 patent and being told at least by March 11, 2014, that it had been recognized as essential to the 3GPP TS 36.212 LTE standard—demonstrating that use of the TCL OneTouch Go Play by end users to transmit data utilizing an LTE network in the United States would infringe the '662 patent.

58. In addition, TCL has indirectly infringed and continues to indirectly infringe the '662 patent in violation 35 U.S.C. § 271(c) by selling or offering to sell in the United States, or importing into the United States, the '662 Accused Products with knowledge that they are especially designed or adapted to operate in a manner that infringes the '662 patent and despite the fact that the infringing technology or aspects of each '662 Accused Products are not a staple article of commerce suitable for substantial non-infringing use.

59. For example, on information and belief, each TCL Defendant knew at least by March 11, 2014, that the functionality included in the '662 Accused Products that enabled each to perform error checking in accordance with the 3GPP TS 36.212 standard for LTE communications infringes the '662 patent. Further, on information and belief, each TCL Defendant knew that the '662 Accused Products, including the TCL OneTouch Go Play, were designed to ensure that they would be interoperable with standard LTE and UMTS data networks, which KPN had shown each TCL Defendant required such devices to operate in a manner that would infringe the '662 patent.

60. Further, on information and belief, the infringing aspects of the '662 Accused Products only can be used in a manner that infringes the '662 patent and have no substantial non-infringing uses. Again using the TCL OneTouch Go Play as an example, the product includes the devices described above at paragraphs 44-48 specifically so that it can generate check data in accordance with the invention claimed in the '662 patent in order to be interoperable with standard LTE and UMTS data networks. The infringing aspects of the TCL OneTouch Go Play otherwise have no meaningful use, let alone any meaningful non-infringing use.

61. In addition, TCL's infringement of the '662 patent was willful. At least by March 11, 2014, each TCL Defendant had received not just notice of the '662 patent, but documentation that the '662 patent had been recognized as essential to the 3GPP TS 36.212 LTE standard—demonstrating that use of the TCL OneTouch Go Play by end users to transmit data utilizing an LTE network in the United States would infringe the '662 patent. Nevertheless, without authorization, each TCL Defendant deliberately continued to infringe the '662 patent in the manners described above, including, on information and belief, by selling and offering to sell in the United States, and importing into the United States, '662 Accused Products like the TCL OneTouch Go Play, in order to market such products as capable of utilizing LTE and UMTS data networks in order to promote the sale of those products.

62. TCL's acts of infringement have caused damage to KPN, and KPN is entitled to recover from TCL the damages it has sustained as a result of TCL's wrongful acts in an amount subject to proof at trial.

**DEMAND FOR JURY TRIAL**

63. Plaintiff hereby demands a jury trial for all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment as follows:

A. Declaring that TCL Communication, Inc., TCL Communication Technology Holdings Limited, TCT Mobile, Inc., TCT Mobile (US) Inc., and TCT Mobile (US) Holdings, Inc. have infringed the Asserted Patent, contributed to infringement of the Asserted Patent, and/or induced infringement of the Asserted Patent;

B. Awarding damages to Plaintiff arising out of this infringement of the Asserted Patent, including enhanced damages pursuant to 35 U.S.C. § 284 and prejudgment and post-judgment interest, in an amount according to proof;

C. Awarding attorneys' fees to Plaintiff pursuant to 35 U.S.C. § 285 or as otherwise permitted by law;

D. Awarding such other costs and further relief as the Court may deem just and proper.

Dated: May 30, 2017

Respectfully submitted,

FARNAN LLP

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Brian E. Farnan (Bar No. 4089)  
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