

**UNITED STATES DISTRICT COURT  
DISTRICT OF DELAWARE**

F2VS TECHNOLOGIES, LLC,

Plaintiff,

v.

QUALCOMM TECHNOLOGIES, INC.,

Defendant.

CIVIL ACTION NO. \_\_\_\_\_

**JURY TRIAL DEMANDED**

**PLAINTIFF'S ORIGINAL COMPLAINT**

Plaintiff F2VS Technologies, LLC (hereinafter, "Plaintiff" or "F2VS"), by and through its undersigned counsel, files this Original Complaint for Patent Infringement against Defendant Qualcomm Technologies, Inc. (hereinafter, "Defendant" or "Qualcomm") as follows:

**NATURE OF THE ACTION**

1. This is a patent infringement action to stop Defendant's infringement of Plaintiff's United States Patent Nos. 7,379,981 (hereinafter, the "'981 Patent"), 8,700,749 (hereinafter, the "'749 Patent"), and 8,855,019 (hereinafter, the "'019 Patent") (collectively, the "Patents-in-Suit"), copies of which are attached hereto as **Exhibits A, B and C**, respectively. Plaintiff is the owner of the Patents-in-Suit. Plaintiff seeks injunctive relief and monetary damages.

### **PARTIES**

2. F2VS is a limited liability company organized and existing under the laws of the State of Delaware and maintains its principal place of business at 375 Park Avenue, Suite 2607, New York, New York, 10152 (New York County).

3. Based upon public information, Defendant Qualcomm Technologies, Inc. is a corporation duly organized and existing under the laws of the state of Delaware since August 30, 2011, and has its principal place of business located at 5775 Morehouse Drive, San Diego, California, 92121 (San Diego County). Defendant Qualcomm Technologies, Inc. may be served through its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808 (New Castle County).

4. Based upon public information, Defendant ships, distributes, makes, uses, offers for sale, sells, and/or advertises its products under the Qualcomm CSRmesh product name.

### **JURISDICTION AND VENUE**

5. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

6. The Court has personal jurisdiction over Qualcomm because: Qualcomm has minimum contacts within the State of Delaware and in the District of Delaware; Qualcomm has purposefully availed itself of the privileges of conducting business in the State of Delaware and in the District of Delaware; Qualcomm has sought protection and benefit from the laws of the State of Delaware and is incorporated there; Qualcomm regularly conducts business within the State of Delaware and within the District of Delaware, and Plaintiff's causes of action arise

directly from Qualcomm's business contacts and other activities in the State of Delaware and in the District of Delaware.

7. More specifically, Qualcomm, directly and/or through its intermediaries, ships, distributes, makes, uses, imports, offers for sale, sells, and/or advertises its products and affiliated services in the United States, the State of Delaware, and the District of Delaware. Based upon public information, Qualcomm has committed patent infringement in the State of Delaware and in the District of Delaware. Qualcomm solicits customers in the State of Delaware and in the District of Delaware. Qualcomm has many paying customers who are residents of the State of Delaware and the District of Delaware and who use Qualcomm's products in the State of Delaware and in the District of Delaware. Qualcomm is also incorporated in the State of Delaware and in the District of Delaware.

8. Venue is proper pursuant to 28 U.S.C. §1400(b) because Qualcomm resides in the District of Delaware because of its formation under the laws of Delaware.

9. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because Qualcomm resides in the District of Delaware because of its formation under the laws of Delaware, which subjects it to the personal jurisdiction of this Court.

### **BACKGROUND INFORMATION**

10. The Patents-in-Suit were duly and legally issued by the United States Patent and Trademark Office on May 27, 2008 (the '981 Patent), April 15, 2014 (the '749 Patent), and October 7, 2014 (the '019 Patent) after full and fair examinations. Plaintiff is the owner of the Patents-in-Suit, and possesses all right, title and interest in the Patents-in-Suit including the right

to enforce the Patents-in-Suit, the right to license the Patents-in-Suit, and the right to sue Qualcomm for infringement and recover past damages.

11. Based upon public information, Qualcomm owns, operates, advertises, and/or controls the website [www.qualcomm.com](http://www.qualcomm.com), through which Qualcomm advertises, sells, offers to sell, provides and/or educates customers about its products and services, including but not limited to the following products (collectively, the “Accused Products and Services”): Qualcomm CSRmesh. Evidence obtained from Qualcomm’s website (and others) regarding these products is provided in **Exhibits D through K**, and is also located at:

<https://www.qualcomm.com/products/features/csrmesh>

**COUNT I**  
**INFRINGEMENT OF U.S. PATENT NO. 7,379,981**

12. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-11 above.

13. Plaintiff is informed and believes that Qualcomm has infringed and continues to infringe the '981 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the Qualcomm CSRmesh brand, and other product lines. Based upon public information, Qualcomm has infringed and continues to infringe one or more claims of the '981 Patent, including Claim 1, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices that form a self-configuring wireless network that incorporates a group of virtual nodes coupled to a gateway to provide a communication access point between the nodes and an external network (remote control via internet or other network). Qualcomm’s Accused Products and Services are available for sale on its website and through various retailers located throughout the United States. See, e.g., Exhibits D through K.

14. Based upon public information, Qualcomm has intentionally induced and continues to induce infringement of one or more claims of the '981 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Qualcomm's customers to use the Accused Products and Services in an infringing manner. Despite knowledge of the '981 Patent as early as the date of service of the Original Complaint in this action, Qualcomm, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the '981 Patent. Based upon public information, the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Qualcomm. Based upon public information, Qualcomm specifically intends its customers to use its products and services in such a way that infringes the '981 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Qualcomm's website including information brochures, promotional material, and contact information. See e.g. Exhibits D through K. Specifically, Qualcomm offers design services to select, deploy and integrate Qualcomm's products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through K. Based upon public information, Qualcomm knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

15. Qualcomm's aforesaid activities have been without authority and/or license from Plaintiff.

16. Plaintiff is entitled to recover from Qualcomm the damages sustained by Plaintiff as a result of Qualcomm's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

17. Qualcomm's infringement of Plaintiff's rights under the '981 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

**COUNT II**  
**INFRINGEMENT OF U.S. PATENT NO. 8,700,749**

18. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-11 above.

19. Plaintiff is informed and believes that Qualcomm has infringed and continues to infringe the '749 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the Qualcomm CSRmesh brand, and other product lines. Based upon public information, Qualcomm has infringed and continues to infringe one or more claims of the '749 Patent, including Claim 1, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices that form a self-configuring wireless network that incorporates a group of virtual network nodes coupled to a gateway to provide a communication access point between the nodes and an external network (remote control via internet or other network). Qualcomm's Accused Products and Services are available for sale on its website and through various retailers located throughout the United States. See, e.g., Exhibit D through K.

20. Based upon public information, Qualcomm has intentionally induced and continues to induce infringement of one or more claims of the '749 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Qualcomm's customers to use the Accused Products and Services in an infringing manner. Despite knowledge of the '749 Patent as early as the date of service of the Original Complaint in this action, Qualcomm, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the '749 Patent. Based upon public information, the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Qualcomm. Based upon public information, Qualcomm specifically intends its customers to use its products and services in such a way that infringes the '749 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Qualcomm's website including information brochures, promotional material, and contact information. See e.g. Exhibits D through K. Specifically, Qualcomm offers design services to select, deploy and integrate Qualcomm's products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through K. Based upon public information, Qualcomm knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

21. Qualcomm's aforesaid activities have been without authority and/or license from Plaintiff.

22. Plaintiff is entitled to recover from Qualcomm the damages sustained by Plaintiff as a result of Qualcomm's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

23. Qualcomm's infringement of Plaintiff's rights under the '749 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

**COUNT III**  
**INFRINGEMENT OF U.S. PATENT NO. 8,855,019**

24. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-11 above.

25. Plaintiff is informed and believes that Qualcomm has infringed and continues to infringe the '019 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the Qualcomm CSRmesh brand, and other product lines. Based upon public information, Qualcomm has infringed and continues to infringe one or more claims of the '019 Patent, including Claim 1, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices that form a self-configuring wireless network that incorporates a group of virtual network nodes coupled to a gateway to provide a communication access point between the nodes and an external network (remote control via internet or other network). Qualcomm's Accused Products and Services are available for sale on its website and through various retailers located throughout the United States. See, e.g., Exhibits D through K.



26. Based upon public information, Qualcomm has intentionally induced and continues to induce infringement of one or more claims of the '019 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Qualcomm's customers to use the Accused Products and Services in an infringing manner. Despite knowledge of the '019 Patent as early as the date of service of the Original Complaint in this action, Qualcomm, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the '019 Patent. Based upon public information, the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Qualcomm. Based upon public information, Qualcomm specifically intends its customers to use its products and services in such a way that infringes the '019 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Qualcomm's website including information brochures, promotional material, and contact information. See e.g. Exhibits D through K. Specifically, Qualcomm offers design services to select, deploy and integrate Qualcomm's products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through K. Based upon public information, Qualcomm knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

27. Qualcomm's aforesaid activities have been without authority and/or license from Plaintiff.

28. Plaintiff is entitled to recover from Qualcomm the damages sustained by Plaintiff as a result of Qualcomm's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

29. Qualcomm's infringement of Plaintiff's rights under the '019 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

**JURY DEMAND**

30. Plaintiff demands a trial by jury on all issues.

**PRAYER FOR RELIEF**

31. Plaintiff respectfully requests the following relief:

- A. An adjudication that one or more claims of the Patents-in-Suit has been infringed, either literally and/or under the doctrine of equivalents, by the Qualcomm;
- B. An adjudication that Qualcomm has induced infringement of one or more claims of the Patents-in-Suit based upon post-filing date knowledge of the Patents-in-Suit;
- C. An award of damages to be paid by Qualcomm adequate to compensate Plaintiff for Qualcomm's past infringement and any continuing or future infringement up until the date such judgment is entered, including interest,

costs, and disbursements as justified under 35 U.S.C. § 284 and, if necessary to adequately compensate Plaintiff for Qualcomm's infringement, an accounting of all infringing sales including, but not limited to, those sales not presented at trial;

- D. A grant of permanent injunction pursuant to 35 U.S.C. § 283, enjoining the Qualcomm and its respective officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise, from further acts of infringement with respect to any one or more of the claims of the Patents-in-Suit;
- E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and,
- F. Any further relief that this Court deems just and proper.

Dated: June 13, 2017

Respectfully submitted,

/s/ Stamatios Stamoulis

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