

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

	§	
UNILOC USA, INC. and	§	
UNILOC LUXEMBOURG, S.A.,	§	Civil Action No. 4:17-cv-00858-O
	§	
Plaintiffs,	§	
	§	
v.	§	
	§	
LG ELECTRONICS U.S.A., INC.,	§	
LG ELECTRONICS MOBILECOMM	§	
U.S.A., INC. and	§	
LG ELECTRONICS, INC.,	§	
	§	
Defendants.	§	
	§	

AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs, Uniloc USA, Inc. and Uniloc Luxembourg, S.A. (together, “Uniloc”), amend their earlier Complaint¹ against defendants, LG Electronics U.S.A., Inc.; LG Electronics Mobilecomm U.S.A., Inc.; and LG Electronics, Inc. (together, “LG”), to allege:

THE PARTIES

1. Uniloc USA, Inc. is a Texas corporation, having a principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano, Texas 75024.

2. Uniloc Luxembourg S.A. is a Luxembourg public limited liability company, having a principal place of business at 15, Rue Edward Steichen, 4th Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).

¹ As this Amended Complaint supersedes the original Complaint in its entirety, it moots the pending Motion to Dismiss (Dkt. 11).

3. LG Electronics U.S.A., Inc. is a Delaware corporation, having a place of business at 2151-2155 Eagle Parkway, Fort Worth, Texas 76177.

4. LG Electronics Mobilecomm U.S.A., Inc. is a California corporation, having a place of business in San Diego, California.

5. LG Electronics, Inc. (“LG Korea”) is a corporation organized under the laws of Korea with a principal place of business at LG Twin Tower 128, Yeoui-daero, Yeoungdeungpogu, Seoul, Korea. LG Korea is in the business of manufacturing and selling electronic goods, including cellular telephones, tablets, laptops, and televisions.

JURISDICTION

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

PATENT INFRINGEMENT

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7. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,580,422 (“the ’422 Patent”), entitled REMOTE DOMPUTER DISPLAY USING GRAPHICS PRIMITIVES SENT OVER A WIRELESS LINK, which issued June 17, 2003. (A copy of the ’422 Patent was attached as Exhibit A to the Complaint.)

8. Uniloc USA is the exclusive licensee of the ’422 Patent, with ownership of all substantial rights in that patent, including the right to grant sublicenses, to exclude others, and to enforce, sue, and recover past damages for infringement.

9. The ’422 Patent describes, in detail, and claims, in various ways and at different levels of specificity, an invention Hewlett-Packard Development Company, L.P. (“HP”) developed in 1995 as a wireless computer display for portable computing devices. The invention improved upon existing wireless display technology by converting the transmitted data into

graphics primitives capable of being easily transmitted and received by the wireless display, thereby conserving bandwidth.

10. The approach HP invented, and the methods and systems the '422 patent claims, were not conventional or generic in the industry in 1995, but rather involved, or contained programming that represented, a novel, and not obvious, approach, which other companies in this field had not reduced to practice.

11. The invention represented a technological solution to a technological problem. The written description of the '422 patent describes, in technical detail, each of the limitations in the claims, allowing a person of skill in the art to understand what those limitations cover, and therefore what was claimed, and also understand how the nonconventional and non-generic ordered combination of the elements of the claims differ markedly from what had been conventional or generic in the industry in 1995.

12. LG manufactures, uses, sells, offers for sale and imports Android smartphones and tablets, including models LG V30, Q6, G6, G5, G4, V20, V10, G3, K10, Nexus 5X, K10, Nexus 5, K8, Q8, Stylus 3, G2, K8, X power, Stylus 2, K4, K7, G4 Stylus, G5SE, Stylo 3 Plus, K20 plus, G3 Stylus, Magna, X power2, G Flex2, Stylo 2, Nexus 4, Stylus 2 Plus, X cam, X venture, X screen, L70 Dual, G Pro 2, G4 Dual, Leon, K5, G Flex, G3 S, K7, G2 mini, Spirit, Optimus G Pro, L Bello, Optimus G, G Pro Lite Dual, G4 Beat, G Stylo, L Fino, Optimus L7, G4c, L90, G Pro Lite, Zero, K3, L80 Dual, Optimus L5, U, Optimus L9, Optimus L3, L90 Dual, Optimus L1 II and X max, that can communicate wirelessly with Smart LG webOS TVs, including models 4K UHD HDR Smart LED TV, LG SIGNATURE OLED TV W - 4K HDR Smart TV, LG SIGNATURE OLED TV G - 4K HDR Smart TV, E7 OLED 4K HDR Smart TV, C7 OLED 4K HDR Smart TV, B7A OLED 4K HDR Smart TV, SUPER UHD 4K HDR Smart LED TV, SUPER UHD 4K HDR

Smart LED TV w/ Nano Cell™ Display, LG SIGNATURE OLED 4K HDR Smart TV, E6 OLED 4K HDR Smart TV, C6 Curved OLED 4K HDR Smart TV, B6 OLED 4K HDR Smart TV, B7 OLED 4K HDR Smart TV, HD 720p Smart LED TV, Full HD 1080p Smart LED TV, Curved OLED 4K Smart TV, OLED 4K and Smart TV using software such as Miracast™, Smart Share™, LG TV Plus and Magic Mobile Connection, to transmit data to such Smart LG webOS TVs that cause the Smart LG TV to display a video image provided by the smartphone or tablet (together, “Accused Infringing Devices”).

13. LG has infringed, and continues to infringe, at least claims 1, 3, 6, 8-9, 11, 14, 16-17, and 19-21 of the ’422 Patent by making, using, offering for sale, selling, and importing the Accused Infringing Devices. (Attached as Exhibit 1 is a chart identifying, as specifically as possible without discovery, where each element of each asserted claim is found within the accused instrumentalities.)

14. LG has infringed, and continues to infringe, those same claims of the ’422 Patent by actively inducing others to use, offer for sale, or sell the Accused Infringing Devices. LG’s customers who use these devices in accordance with LG’s instructions infringe claims of the ’422 Patent. LG indirectly intentionally instructs its customers to infringe through training videos, demonstrations, brochures, and installation and user guides, such as:

- www.lg.com, including:
 - www.lg.com/us/experience-tvs/smart-tv
 - www.lg.com/us/support/tvs/
 - www.lg.com/us/support/software-firmware-drivers
 - www.lg.com/us/lgeai/HDTV/resources/UserGuides
 - www.lg.com/us/support/tvs/connect-devices-guided-setup

- www.youtube.com, including:

www.youtube.com/watch?=QB6t-rWJpGQ

www.youtube.com/watch?=fAkEm6PONng

www.youtube.com/watch?=KeMUW53XhYc

www.youtube.com/watch?=t0oJKtyMoQ8

www.youtube.com/watch?=x6UVzxZgvFk

LG also induces infringement by failing to remove or diminish infringing features of the Accused Infringement Devices.

15. LG has infringed, and continues to infringe, claims of the '422 Patent by, among other things, contributing to the infringement by others, including customers who use the Accused Infringing Devices, by offering to sell, selling, and importing a component of a patented machine, manufacture, or combination, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '422 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

16. For example, the software that causes the Accused Infringing Devices to operate as described above is a component of a patented machine, manufacture, or combination. The software is a material part of the claimed inventions and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

17. LG has been on notice of the '422 Patent since, at the latest, the service of the Complaint. By the time of trial, LG will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of claims of the '422 Patent.

18. LG may have infringed the '422 Patent through other devices and software utilizing the same or reasonably similar functionality.

19. Uniloc has been damaged by LG's infringement of the '422 Patent.

PRAYER FOR RELIEF

Uniloc requests that the Court enter judgment against LG as follows:

- (A) declaring that LG has infringed the '422 Patent;
- (B) awarding Uniloc its damages suffered as a result of LG's infringement of the '422 Patent;
- (C) awarding Uniloc its costs, attorneys fees, expenses, and interest, and
- (D) granting Uniloc such further relief as the Court may decide is warranted.

Date: February 5, 2018

Respectfully submitted,

/s/ James J. Foster

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ATTORNEYS FOR THE PLAINTIFFS

CERTIFICATE OF SERVICE

On February 5, 2018, I electronically submitted the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas, using the electronic case filing system of the court. I certify that I have served all counsel electronically or by another manner authorized by Federal Rule of Civil Procedure 5(b)(2).

/s/ James J. Foster