

**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-00828-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. 14).

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

7. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,661,203 (“the ’203 Patent”), entitled BATTERY CHARGING AND DISCHARGING SYSTEM OPTIMIZED FOR HIGH TEMPERATURE ENVIRONMENT, which issued December 9, 2003. (A copy of the ’203 Patent was attached as Exhibit A to the Complaint.)

8. Uniloc USA is the exclusive licensee of the ’203 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 ’203 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 2001 as a way to charge and discharge batteries to prolong battery life and health.

The invention improved upon existing battery charging technology by monitoring temperature and preventing continued charging if the temperature exceeds a certain level.

10. The approach HP invented, and the methods and systems the '203 patent claims, were not conventional or generic in the industry in 2001, 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 '203 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 2001.

12. LG manufactures, uses, sells, offers for sale, and imports electronic devices designated LG V30, Q8, G Pad IV 8.0 FHD, Q6, X venture, G6, X power2, Watch Sport, Watch Style, Stylo 3 Plus, Stylus 3, Harmony, K20 plus, K10, K8, K7, K4, K3, G Pad III 10.1 FHD, U, V20, X Skin, X5, X max, X mach, G Pad III 8.0 FHD, G Pad X 8.0, X power, X Style, Stylus 2 Plus, Stylo 2, K5, G5 SE, G5, X cam, X screen, Stylus 2, G Pad II 8.3 LTE, Ray, G Vista 2, G Watch R W110, Watch Urbane, Nexus 5X, Zero, G Pad 11 10.1, Tribute 2, Bello II, G4 Beat, G4c, G4 Dual, G4, G Stylo, G4 Stylus, AKA, G Watch, Magna, Spirit, Leon, Joy, G Glex2, Tribute, L Prime, G2 Lite, G3 Dual-LTE, G3 Screen, F60, L60, L60 Dual, G3 Stylus, L Bello, L Fino, G Vista, G3 A, G Pad 7.0, L50, L30, L20, G3 S Dual, G3 S, L65 D280, L35, Volt, L80, L80 Dual, Lucid 3 VS876, L65, G Pad 8.3, F70, G2 mini, L90 L70, L45, L40, G Pro 2, Optimus L4 II, Optimus L1 II, Optimus F3Q, GX F310L, Nexus 5, G Flex, Fireweb, G Pro Lite, G Pro Lite Dual,

Optimus L2 II, Vu 3, G Pad 8.3, G2, Optimus L9 II, Enact VS890, Optimus GJ, Optimus L4 II, Optimus Zone, Optimus F3, Lucid2, Optimus F7, Optimus F6, Optimus F5, Optimus G Pro, Optimus L7 II, Optimus L5 II, Optimus L3II, Optimus L1 II, Nexus 4, Spectrum II, Mach LS860, Optimus L9, Optimus Vu II, Optimus G, Intuition, Splendor, Escape, Optimus L5, Optimus L9, Motion 4G, Optimus Vu and Optimus L3 and associated software (together, “Accused Infringing Devices”).

13. LG has infringed, and continues to infringe, at least claims 1-2, 4-7, 16-17, and 19-22 of the '203 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 '203 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 '203 Patent. LG indirectly intentionally instructs its customers to infringe through training videos, demonstrations, brochures, and installation and user guides, such as those located at:

- www.lg.com, including:
www.lg.com/us/support/
- www.youtube.com, including:
www.youtube.com/watch?v=uPYOb8jcfh8
www.youtube.com/user/LGMobileHQ

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 '203 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, or of an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '203 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, or of an apparatus for use in practicing a patented process. 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 '203 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 '203 Patent.

18. LG may have infringed the '203 Patent through other devices and software utilizing the same or reasonably similar functionality.

19. Uniloc has been damaged by LG's infringement of the '203 Patent.

PRAYER FOR RELIEF

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

(A) declaring that LG has infringed the '203 Patent;

(B) awarding Uniloc its damages suffered as a result of LG's infringement of the '203 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
