

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**MESA DIGITAL LLC,**

Plaintiff,

v.

**LENOVO (UNITED STATES) INC.**

Defendant.

Case No. \_\_\_\_\_

Patent Case

Jury Trial Demanded

**AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Mesa Digital LLC (“Mesa”), through its attorney, complains of Lenovo (United States) Inc. (“Lenovo”), and alleges the following:

**PARTIES**

1. Plaintiff Mesa Digital LLC is a limited liability company organized and existing under the laws of New Mexico that maintains its principal place of business at 117 Bryn Mawr Drive SE, Albuquerque, NM 87106.
2. Defendant Lenovo (United States) Inc. is a corporation organized and existing under the laws of Delaware that maintains its principal place of business at 1009 Think Place, Building One, Morrisville, NC 27560.

### **JURISDICTION**

3. This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code.
4. This Court has exclusive subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).
5. This Court has personal jurisdiction over Lenovo because it has engaged in systematic and continuous business activities in the Northern District of Illinois. Specifically, Lenovo provides its full range of services to residents in this District. As described below, Lenovo has committed acts of patent infringement giving rise to this action within this District.

### **VENUE**

6. Venue is proper in this District under 28 U.S.C. § 1400(b) because Lenovo has committed acts of patent infringement in this District and has a regular and established place of business in this District. Specifically, Lenovo provides its full range of services to residents in this District. In addition, Mesa has suffered harm in this District.

### **PATENTS-IN-SUIT**

7. Mesa is the assignee of assignee of all right, title and interest in United States Patent Nos. 9,031,537 (the “’537 Patent”) and 9,646,444 (the “’444 Patent”) (collectively, the “Patents-in-Suit”) including all rights to enforce and prosecute actions for infringement and to collect damages for all relevant times against infringers of the Patents-in-Suit. Accordingly, Mesa possesses the exclusive right and standing to prosecute the present action for infringement of the Patents-in-Suit by Lenovo.

### **The ’537 Patent**

8. On May 12, 2015, the United States Patent and Trademark Office issued the ’537 Patent. The ’537 Patent is titled “Electronic Wireless Hand Held Multimedia Device.” The application

leading to the '537 Patent was filed on October 23, 2008. A true and correct copy of the '537 Patent is attached hereto as Exhibit A and incorporated herein by reference.

9. The '537 Patent is valid and enforceable.
10. The invention in the '537 Patent provides an improved electronic wireless hand held multimedia device that has more than one wireless transceiver modules configured for the receipt, processing and transmission of multimedia data to and from remote data resources over more than one standard of wireless communication. Ex. A. at 3:61-66.
11. The inventors recognized that what would be needed in the future, among other things, was a electronic wireless hand held multimedia device that could connect to various data networks and establish short/visible range data connections with electronic devices located in close proximity, provide multimedia capabilities including remotely accessing and displaying of video, enabling access to email and multimedia content from the Internet including servers and the World Wide Web, determining location information and enable the determination and provision of directions to alternate location by accessing remote map information and displaying the map information on the display touch sensitive display screen, a technique which can be referred to as GPS mapping, and enable mobile payments through the device, for example, by enabling hand held device users to be billed a transaction fee via bank accounts (e.g., ATM, Debit and Credit cards) billing via communication service accounts or arrangements, and prepaid services, and other authorized account-related billing arrangements. *Id.* at 2:64-3:16.

#### **The '444 Patent**

12. On May 9, 2017, the United States Patent and Trademark Office issued the '444 Patent. The '444 Patent is titled "Electronic Wireless Hand Held Multimedia Device." The application

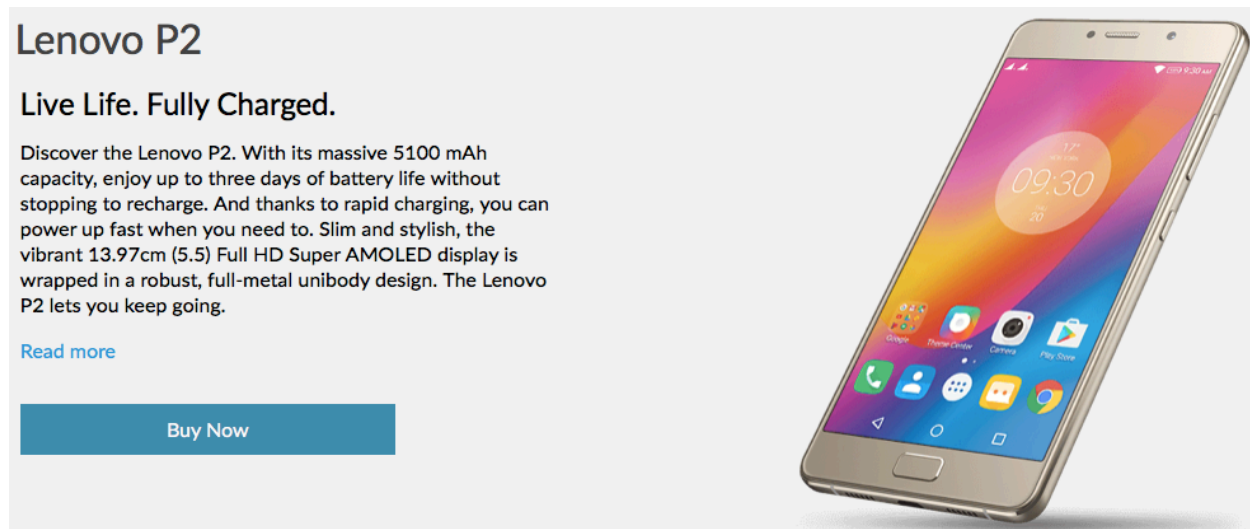
leading to the '444 Patent was filed on February 3, 2015 and is a continuation of the application leading to the '537 Patent. A true and correct copy of the '444 Patent is attached hereto as Exhibit B and incorporated herein by reference.

13. The '444 Patent is valid and enforceable.
14. The invention in the '444 Patent provides an improved electronic wireless hand held multimedia device that has more than one wireless transceiver modules configured for the receipt, processing and transmission of multimedia data to and from remote data resources over more than one standard of wireless communication. Ex. B. at 2:5-10.
15. The inventors recognized that what would be needed in the future, among other things, was a electronic wireless hand held multimedia device that could connect to various data networks and establish short/visible range data connections with electronic devices located in close proximity, provide multimedia capabilities including remotely accessing and displaying of video, enabling access to email and multimedia content from the Internet including servers and the World Wide Web, determining location information and enable the determination and provision of directions to alternate location by accessing remote map information and displaying the map information on the display touch sensitive display screen, a technique which can be referred to as GPS mapping, and enable mobile payments through the device, for example, by enabling hand held device users to be billed a transaction fee via bank accounts (e.g., ATM, Debit and Credit cards) billing via communication service accounts or arrangements, and prepaid services, and other authorized account-related billing arrangements. *Id.* at 3:5-24.

## I. Infringement of the '537 Patent

16. Mesa incorporates the above paragraphs herein by reference.

17. **Direct Infringement.** Lenovo has been and continues to directly infringe at least claim 1 of the '537 Patent in this District and elsewhere in the United States by providing a device, for example, Lenovo's P2, that has an electronic wireless hand held multimedia device. For example, Lenovo's P2 is an electronic wireless hand held multimedia device. *See* Figure 1; <https://www3.lenovo.com/in/en/smartphones/p-series/P2c72/p/PPIPIP2C72>.



*Figure 1. Lenovo's P2 is an electronic wireless hand held multimedia device.*

18. Lenovo provides a device with at least one of a wireless unit and a tuner unit supporting bi-directional data communications of data including video and text for the electronic wireless hand held multimedia device with remote data resources over cellular telecommunications networks, over wireless local area networks and over a direct wireless connection with electronic devices located within short range using Bluetooth communications after accepting a passcode from a user of the multimedia device during the communications. For example, Lenovo's P2 has Bluetooth capabilities allowing for communication over cellular

telecommunications networks over wireless local area networks and over a direct wireless connection with electronic devices. *See* Figure 2.

Connectivity/Radios	<ul style="list-style-type: none"><li>• Data: GPRS, EDGE, HSPA+, LTE</li><li>• Speed: LTE 300Mbps (DL) / 50Mbps (UL) CAT 6</li><li>• 4G Network: TDD LTE Band 38/40</li><li>• FDD Band 1/3/4/5/7/8/20/28</li><li>• 3G Network: WCDMA 850/900/1900/2100 MHz</li><li>• 2G Network: GSM 850/900/1800/1900 MHz</li><li>• WLAN: Wi-Fi 802.11 b/g/n, Wi-Fi hotspot</li><li>• Bluetooth: Bluetooth® 4.1</li><li>• A-GPS support: Yes</li><li>• Radio: FM radio</li><li>• Network information is subject to change for different regions</li></ul>
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*Figure 2. Lenovo's P2 has Bluetooth capabilities allowing for communication over cellular telecommunications networks over wireless local area networks and over a direct wireless connection with electronic devices.*

19. Lenovo provides a device with a touch sensitive display screen configured to display the data including video and text received by the electronic wireless hand held multimedia device by selecting a particular data represented by a soft button on said touch sensitive display screen of the multimedia device. For example, Lenovo's P2 has a touch sensitive display screen allowing users to select data on the touch screen. *See* Figure 3.



*Figure 3. Lenovo's P2 has a touch sensitive display screen allowing users to select data on the touch screen.*

20. Lenovo provides a device with a microprocessor configured to facilitate operation of and communications by the electronic wireless hand held multimedia device. For example, Lenovo's P2 has a Qualcomm Snapdragon 625 true-octacore 2.0 GHz. See Figure 4.

Processor	Qualcomm® Snapdragon™ 625 true octa-core 2.0 GHz
Operating System	Android™ 6.0.1, Marshmallow

*Figure 4. Lenovo's P2 has a Qualcomm Snapdragon 625 true octa-core 2.0 GHz.*

21. **Induced Infringement.** Lenovo has also actively induced, and continues to induce, the infringement of at least claim 1 of the '537 Patent by actively inducing its customers, including merchants and end-users to use Lenovo's products in an infringing manner as described above. Upon information and belief, Lenovo has specifically intended that its

customers use its products that infringe at least claim 1 of the '537 Patent by, at a minimum, providing access to support for, training and instructions for, its system to its customers to enable them to infringe at least claim 1 of the '537 Patent, as described above. Even where performance of the steps required to infringe at least claim 1 of the '537 Patent is accomplished by Lenovo and Lenovo's customer jointly, Lenovo's actions have solely caused all of the steps to be performed.

22. Mesa is entitled to recover damages adequate to compensate it for such infringement in an amount no less than a reasonable royalty under 35 U.S.C. § 284.
23. Mesa will continue to be injured, and thereby caused irreparable harm, unless and until this Court enters an injunction prohibiting further infringement.

## **II. Infringement of the '444 Patent**

24. Mesa incorporates the above paragraphs by reference.
25. **Direct Infringement.** Lenovo has been and continues to directly infringe at least claim 1 of the '444 Patent in this District and elsewhere in the United States by providing a device, for example, Lenovo's P260 and P250 (collectively, "P2"), that has an electronic wireless hand held multimedia device. For example, Lenovo's P2 is an electronic wireless hand held multimedia device. *See* Figure 5; <https://ca.blackberry.com/smartphones/P250-60-by-blackberry/specifications>.



## Lenovo P2

### Live Life. Fully Charged.

Discover the Lenovo P2. With its massive 5100 mAh capacity, enjoy up to three days of battery life without stopping to recharge. And thanks to rapid charging, you can power up fast when you need to. Slim and stylish, the vibrant 13.97cm (5.5) Full HD Super AMOLED display is wrapped in a robust, full-metal unibody design. The Lenovo P2 lets you keep going.

[Read more](#)

[Buy Now](#)



*Figure 5. Lenovo's P2 is an electronic wireless hand held multimedia device.*

26. Lenovo provides a device with at least one of a wireless unit and a tuner unit supporting bi-directional data communications of data including video and text for the electronic wireless hand held multimedia device with remote data resources over cellular telecommunications networks, over wireless local area networks and over a direct wireless connection with electronic devices located within short range using Bluetooth communications after accepting a passcode from a user of the multimedia device during the communications. For example, Lenovo's P2 has Bluetooth capabilities allowing for communication over cellular telecommunications networks over wireless local area networks and over a direct wireless connection with electronic devices. *See Figure 6.*

Connectivity/Radios

- Data: GPRS, EDGE, HSPA+, LTE
- Speed: LTE 300Mbps (DL) / 50Mbps (UL) CAT 6
- 4G Network: TDD LTE Band 38/40
- FDD Band 1/3/4/5/7/8/20/28
- 3G Network: WCDMA 850/900/1900/2100 MHz
- 2G Network: GSM 850/900/1800/1900 MHz
- WLAN: Wi-Fi 802.11 b/g/n, Wi-Fi hotspot
- Bluetooth: Bluetooth® 4.1
- A-GPS support: Yes
- Radio: FM radio
- Network information is subject to change for different regions

*Figure 6. Lenovo's P2 has Bluetooth capabilities allowing for communication over cellular telecommunications networks over wireless local area networks and over a direct wireless connection with electronic devices.*

27. Lenovo provides a device with a touch sensitive display screen configured to display the data including video and text received by the electronic wireless hand held multimedia device by selecting a particular data represented by a soft button on said touch sensitive display screen of the multimedia device. For example, Lenovo's P2 has a touch sensitive display screen allowing users to select data on the touch screen. *See Figure 7.*



*Figure 7. Lenovo’s P2 has a touch sensitive display screen allowing users to select data on the touch screen.*

28. Lenovo provides a device with a microprocessor configured to facilitate operation of and communications by the electronic wireless hand held multimedia device. For example, Lenovo’s P2 has a Qualcomm Snapdragon 820 64-bit processor. *See* Figure 8.

Processor	Qualcomm® Snapdragon™ 625 true octa-core 2.0 GHz
Operating System	Android™ 6.0.1, Marshmallow

*Figure 8. Lenovo’s P2 has a Qualcomm Snapdragon 625 true octa-core 2.0 GHz.*

29. Lenovo provides a device with a video camera, enabling the capture, storage, processing, and transmission of video and pictures. For example, Lenovo’s P2 has a camera on the back of the phone. *See* Figure 7.

30. **Induced Infringement.** Lenovo has also actively induced, and continues to induce, the infringement of at least claim 1 of the ’444 Patent by actively inducing its customers, including merchants and end-users to use Lenovo’s products in an infringing manner as described above. Upon information and belief, Lenovo has specifically intended that its customers use its products that infringe at least claim 1 of the ’444 Patent by, at a minimum, providing access to support for, training and instructions for, its system to its customers to enable them to infringe at least claim 1 of the ’444 Patent, as described above. Even where performance of the steps required to infringe at least claim 1 of the ’444 Patent is accomplished by Lenovo and Lenovo’s customer jointly, Lenovo’s actions have solely caused all of the steps to be performed.

31. Mesa is entitled to recover damages adequate to compensate it for such infringement in an amount no less than a reasonable royalty under 35 U.S.C. § 284.

32. Mesa will continue to be injured, and thereby caused irreparable harm, unless and until this Court enters an injunction prohibiting further infringement.

**JURY DEMAND**

33. Under Rule 38(b) of the Federal Rules of Civil Procedure, Mesa respectfully requests a trial by jury on all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Mesa asks this Court to enter judgment against Lenovo, granting the following relief:

- A. A declaration that Lenovo has infringed the Patents-in-Suit;
- B. An award of damages to compensate Mesa for Lenovo's direct infringement of the Patents-in-Suit;
- C. An order that Lenovo and its officers, directors, agents, servants, employees, successors, assigns, and all persons in active concert or participation with them, be preliminarily and permanently enjoined from infringing the Patents-in-Suit under 35 U.S.C. § 283;
- D. An award of damages, including trebling of all damages, sufficient to remedy Lenovo's willful infringement of the Patents-in-Suit under 35 U.S.C. § 284;
- E. A declaration that this case is exceptional, and an award to Mesa of reasonable attorneys' fees, expenses and costs under 35 U.S.C. § 285;
- F. An award of prejudgment and post-judgment interest; and
- G. Such other relief as this Court or jury may deem proper and just.

Respectfully submitted,  
/s/ Kenneth Matuszewski  
Counsel for Plaintiff

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