

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNILOC USA, INC. and
UNILOC LUXEMBOURG, S.A.,

Plaintiffs,

v.

HTC AMERICA, INC.,

Defendant.

Case No. 2:17-cv-01558-JLR
(Lead Case)

Case No. 2:17-cv-01562-JLR

AMENDED COMPLAINT

JURY DEMAND

As Federal Rule of Civil Procedure 15(a)(1)(B) permits amendment as a matter of course within 21 days after service of a motion under Rule 12(b), Plaintiffs, Uniloc USA, Inc. and Uniloc Luxembourg, S.A. (together, “Uniloc”), amend their earlier Complaint¹ against defendant, HTC America, Inc. (“HTC”), 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.

¹ As this Amended Complaint supersedes the original Complaint in its entirety, it moots the pending Motion to Dismiss (Dkt. 21).

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

4 3. HTC is a Washington corporation having a place of business at 13920 Southeast
 5 Eastgate Way, Bellevue, Washington 98005.

6 **JURISDICTION**

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

10 **PATENT INFRINGEMENT**

11 5. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,580,422
 12 (“the ’422 Patent”), entitled REMOTE COMPUTER DISPLAY USING GRAPHICS
 13 PRIMITIVES SENT OVER A WIRELESS LINK, which issued June 17, 2003 to Hewlett-
 14 Packard Development Company, L.P. (“H-P”). (A copy of the ’422 Patent was attached as
 15 Exhibit A to the Complaint.)

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

19 7. The ’422 Patent describes, in detail, and claims, in various ways and at different
 20 levels of specificity, an invention H-P developed in 1995 as a wireless computer display for
 21 portable computing devices. The invention improved upon existing wireless display technology
 22 by converting the transmitted data into graphics primitives capable of being easily transmitted
 23 and received by the wireless display, thereby conserving bandwidth.

24 8. The approach H-P invented, and the methods and systems the ’422 patent claims,
 25 were not conventional or generic in the industry in 1995, but rather involved, or contained
 26

1 programming that represented, a novel, and not obvious, approach, which other companies in
2 this field had not reduced to practice.

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

9 10. HTC makes, uses, offers for sale, sells, and imports smartphones, tablets, and
10 associated software, including: HTC One, HTC One Mini, HTC One Max, HTC One M8, HTC
11 One mini 2, HTC Desire 620, HTC One M9, HTC One M8s, HTC One A9, HTC 10, HTC U
12 Ultra, HTC U Play, HTC U Ultra, HTC One X10, executing Android 4.2 or later and the HTC
13 Connect application, HTC 7 Pro, HTC 7 Surround, HTC 7 Trophy, HTC 7 Mozart, HTC HD7
14 (HD7S), executing Windows Phone 7.0 or later with the Project My Screen application, HTC
15 Radar, HTC Titan, HTC Titan II, HTC Titan 4G, executing Windows Phone 7.5 or later with the
16 Project My Screen application, HTC Windows Phone 8X, TC Windows Phone 8S, executing
17 Windows Phone 8.0 or later with the Project My Screen software application; and HTC Evo
18 View 4G, HTC U Ultra, HTC U Play, HTC U11, and all other HTC tablets executing Android
19 4.2 or later and the HTC Connect application; paired with an Smart TV executing the Miracast™
20 software application (together, “Accused Infringing Devices”).

21 11. The Accused Infringing Devices are portable computing devices having a video
22 display system and a wireless transmitter that can communicate wirelessly with a remote video
23 display, such as a smart TV having a wireless receiver and supporting, for example, Miracast.

24 12. The Accused Infringing Devices transmit signals to the remote video display
25 device that is operative to receive the signals, to convert the received signals into digital data
26 representing the graphics primitives, and to send the digital data to a display driver.

1 13. HTC has infringed, and continues to infringe, at least claims 20 and 21 of the '422
2 Patent by making, using, offering for sale, selling, and importing the Accused Infringing
3 Devices. (Attached as Exhibit A is a chart identifying, as specifically as possible without
4 discovery, where each element of each asserted claim is found within the accused
5 instrumentalities.)

6 14. HTC has infringed, and continues to infringe, claims 1, 3, 6, 8-9, 11, 14, 16-17,
7 and 19-21 of the '422 Patent by actively inducing others to use, offer for sale, or sell the Accused
8 Infringing Devices. HTC's customers who use these devices in accordance with HTC's
9 instructions infringe claims of the '422 Patent. HTC intentionally instructs its customers to
10 infringe through training videos, demonstrations, brochures, and installation and user guides,
11 such as those located at:

- 12 • www.htc.com, including:
 - 13 www.htc.com/us/accessories/
 - 14 www.htc.com/us/innovations/htc-connect
 - 15 www.htc.com/us/apps/htc-connect/
 - 16 www.htc.com/us/smartphones/
 - 17 www.htc.com/us/support/
- 18 • www.htcconnect.com
- 19 • www.youtube.com, including:
 - 20 www.youtube.com/user/htc
 - 21 www.youtube.com/watch?v=EZCQHOC2h5Y
 - 22 www.youtube.com/watch?v=WFrwVP9OV_A

23 HTC also induces infringement by failing to remove or diminish infringing features of the
24 Accused Infringing Devices.

25 15. HTC has infringed, and continues to infringe, claims of the '422 Patent by
26 contributing to the infringement by others, including customers who use the Accused Infringing

1 Devices, by offering to sell, selling, and importing, a component of a patented machine,
2 manufacture, or combination, constituting a material part of the invention, knowing the same to
3 be especially made or especially adapted for use in infringing the '422 Patent and not a staple
4 article or commodity of commerce suitable for substantial non-infringing use.

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

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

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

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

16 **PRAYER FOR RELIEF**

17 Uniloc requests that the Court enter judgment against HTC as follows:

- 18 (A) declaring that HTC has infringed the '422 Patent;
- 19 (B) awarding Uniloc its damages suffered as a result of HTC's infringement of the
20 '422 Patent;
- 21 (C) awarding Uniloc its costs, attorneys' fees, expenses, and interest, and
- 22 (D) granting Uniloc such further relief as the Court may decide is warranted.

23 **DEMAND FOR JURY TRIAL**

24 Uniloc hereby demands trial by jury on all issues so triable pursuant to Fed. R. Civ. P. 38.
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Dated: March 2, 2018

Respectfully submitted,

/s/ Al Van Kampen

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ATTORNEYS FOR THE PLAINTIFFS

Declaration of Service

I hereby certify that on this day, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

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Attorneys for Defendant HTC America, Inc.

Signed at Seattle, Washington this 2nd day of March, 2018.

s/ Al Van Kampen

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