

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

UNILOC USA, INC. and	§	
UNILOC LUXEMBOURG, S.A.,	§	
	§	Civil Action No. 1:17-cv-01657-GMS
Plaintiffs,	§	
	§	
v.	§	
	§	
MOTOROLA MOBILITY, LLC,	§	
	§	
Defendant.	§	

**AMENDED COMPLAINT**

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 Complaint<sup>1</sup> against defendant, Motorola Mobility, LLC (“Motorola”), to allege:

**THE PARTIES**

1. Uniloc USA, Inc. (“Uniloc USA”) 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. (“Uniloc Luxembourg”) is a Luxembourg public limited liability company, having a principal place of business at 15, Rue Edward Steichen, 4<sup>th</sup> Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).
3. Motorola is a Delaware corporation, having a principal place of business in Chicago, Illinois.

<sup>1</sup> As this Amended Complaint supersedes the original Complaint in its entirety, it moots the pending Motion to Dismiss (Dkt. 7).

### **JURISDICTION**

4. 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**

5. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,622,018 (“the ’018 Patent”), entitled PORTABLE DEVICE CONTROL CONSOLE WITH WIRELESS CONNECTION, which issued September 16, 2003 to 3Com Corporation (“3Com”). A copy of the ’018 Patent is attached hereto as Exhibit A.

6. Uniloc USA is the exclusive licensee of the ’018 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.

7. The ’018 patent describes, in detail, and claims, in various ways and at different levels of specificity, an invention 3Com developed in 1999 as a way to wirelessly control remotely located devices. The invention improved upon existing remote control technology by allowing a wide variety of devices to be controlled from a single portable device and without being in the line of sight of the device desired to be controlled.

8. The approach 3Com invented, and the methods and systems the ’018 patent claims, were not conventional or generic in the industry in 1999, but rather involved or contain programming that represented a novel, and not obvious, approach that other companies in this field had not reduced to practice.

9. The invention represented a technological solution to a technological problem. The written description of the ’018 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 differs markedly from what had been conventional or generic in the industry in 1999.

10. Motorola makes, uses, sells, offers for sale, and imports (1) lines of smartphones designated Moto x (gen-4) , Moto-g (gen-3), Moto-g (gen-4), Moto-g-play (gen-4), Moto-g-plus (gen-4), Moto-g-plus (gen-5), Moto-g-plus (gen-5)-special-edition, Moto-z-force-edition-(gen-2), Moto-e-plus (gen-4), Moto-e (gen-4), Moto-z-play, Moto-z-play droid, Moto-z-play (gen-2), Moto z, Moto z droid, Moto-z-force-droid, Moto-x pure edition, droid turbo (gen-2), droid maxx (gen-2), which run Android 4.3 and up software and the Motorola Connect application; (2) smart watches designated Moto 360, Moto 360 (2nd gen), and Moto 360 Sport; and (3) smart wearable devices designated Moto Surround (together, “Accused Infringing Devices”).

11. Motorola has infringed, and continues to infringe, at least claims 1, 5-7, 9-11, 15-17, and 19-20 of the '018 Patent by making, using, offering for sale, selling, and importing the Accused Infringing Devices.

12. Motorola has infringed, and continues to infringe, those same claims of the '018 Patent by actively inducing others to use, offer for sale, or sell the Accused Infringing Devices. Motorola's customers who use these devices in accordance with Motorola's instructions infringe claims of the '018 Patent. Motorola intentionally instructs its customers to infringe through training videos, demonstrations, brochures, and installation and user guides, such as those located at:

- [www.motorola.com](http://www.motorola.com)
- [https://motorola-global-portal.custhelp.com/app/answers/indevice\\_detail/a\\_id/95596/p/30,6720,8881](https://motorola-global-portal.custhelp.com/app/answers/indevice_detail/a_id/95596/p/30,6720,8881)

- <http://www.motorolastore.support/en/products/112/MotoSurround>
- <https://www.motorola.ca/products/moto-360>
- <https://motorola-global-portal.custhelp.com/ci/fattach/get/1449220/1448302901/redirect/1/filename/68018037001b.pdf>
- <https://forums.lenovo.com>
- <https://help.motorola.com>
- [www.youtube.com](http://www.youtube.com), including:
  - [www.youtube.com/user/motorola](http://www.youtube.com/user/motorola)
  - <https://www.youtube.com/watch?v=pL-CC2QNsaQ>
  - <https://www.youtube.com/watch?v=pL-CC2QNsaQ>
  - <https://www.youtube.com/watch?v=skmHMIDoL2s>

Motorola also induces infringement by failing to remove or distinguish infringing features of the Accused Infringing Devices.

13. Motorola has infringed, and continues to infringe, claims of the '018 Patent by 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 '018 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

14. 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.

15. Motorola will have been on notice of the '018 Patent since, at the latest, the service of the Complaint. By the time of trial, Motorola 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 '018 Patent.

16. Motorola may have infringed the '018 Patent through other devices and software utilizing the same or reasonably similar functionality.

17. Uniloc has been damaged by Motorola's infringement of the '018 Patent.

**PRAYER FOR RELIEF**

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

- (A) declaring that Motorola has infringed the '018 Patent;
- (B) awarding Uniloc its damages suffered as a result of Motorola's infringement of the '018 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.

Dated: March 2, 2018

Respectfully submitted,

/s/ Sean T. O'Kelly

Sean T. O'Kelly (No. 4349)  
Daniel P. Murray (No. 5785)  
O'KELLY ERNST & JOYCE, LLC  
901 N. Market Street, Suite 1000  
Wilmington, DE 19801  
Tel: (302) 778-4000  
Fax: (302) 295-2873  
Email: sokelly@oelegal.com  
Email: dmurray@oelegal.com

Of Counsel:

Paul J. Hayes  
Massachusetts State Bar No. 227,000  
James J. Foster  
Massachusetts State Bar No. 553,285  
Kevin Gannon  
Massachusetts State Bar No. 640,931  
PRINCE LOBEL TYE LLP  
One International Place, Suite 3700  
Boston, MA 02110  
Tel: (617) 456-8000  
Fax: (617) 456-8100  
Email: phayes@princelobel.com  
Email: jfoster@princelobel.com  
Email: kgannon@princelobel.com

**ATTORNEYS FOR THE PLAINTIFFS**