

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

IRON OAK TECHNOLOGIES, LLC,

*Plaintiff,*

v.

LENOVO (UNITED STATES) INC. and  
LENOVO HOLDING COMPANY, INC.,

*Defendants.*

CASE NO. 3:18-cv-1539-M

**JURY TRIAL DEMANDED**

**AMENDED COMPLAINT**

For its amended complaint against Defendants Lenovo (United States) Inc. and Lenovo Holding Company, Inc. (collectively “Defendants”) Plaintiff Iron Oak Technologies, LLC (“Iron Oak”) alleges:

**PARTIES**

1. Plaintiff Iron Oak is a limited liability company organized under the laws of the State of Texas and has its principal place of business at 3605 Scranton Drive, Richland Hills, Texas, 76118. Iron Oak is a technology development company wholly-owned by prolific inventors William (Bill) C. Kennedy III of Dallas and Kenneth R. Westerlage of Ft. Worth. Mr. Kennedy and/or Mr. Westerlage are named inventors on each of the 22 patents owned by Iron Oak.

2. Lenovo (United States) Inc. is a corporation organized and existing under the laws of the state of Delaware, with its principal place of business located at 1009 Think Place, Morrisville, NC 27560. Lenovo (United States) Inc. may be served with process through its registered agent, Corporation Trust Company, Corporation Trust Center, 1209 Orange St.,

Wilmington, DE 19801. The contentions in this paragraph will likely have additional evidentiary support after a reasonable opportunity for further investigation or discovery.

3. Lenovo Holding Company, Inc. is a corporation organized under the laws of the state of Delaware with its principal place of business at 1009 Think Place, Morrisville, North Carolina 27560. Lenovo Holding Company, Inc. may be served with process through its registered agent, Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, DE 19801. The contentions in this paragraph will likely have additional evidentiary support after a reasonable opportunity for further investigation or discovery.

**NATURE OF ACTION, JURISDICTION AND VENUE**

4. This is an action for patent infringement under the Patent Act, 35 U.S.C. § 1 et seq.

5. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 (Federal Question) and § 1338 (Patent, Trademark and Unfair Competition).

6. Venue is proper in this district under 28 U.S.C. § 1400(b).

**FACTS COMMON TO ALL COUNTS**

7. Iron Oak is the owner through assignment of U.S. Patent No. 5,699,275 issued December 16, 1997 (“the ‘275 Patent”), which is valid and enforceable. The ‘275 Patent is directed to a system and method for remote patching of operating code located in a mobile unit. A true and correct copy of the ‘275 patent is attached as Exhibit A.

8. Iron Oak is the owner through assignment of U.S. Patent No. 5,966,658 issued October 12, 1999 (the ‘658 Patent”), which is valid and enforceable. The ‘658 Patent is directed to the automated selection of a communication path. A true and correct copy of the ‘658 patent is attached as Exhibit B.

**COUNT I**

**Infringement of the '275 Patent**

9. The allegations in the preceding paragraphs of this Complaint are hereby restated and incorporated by reference.

10. Defendants have committed acts of direct and indirect patent infringement of the '275 Patent by making, using, selling, offering to sell, and importing products, including but not limited to the products described in Exhibits C, D and E (“accused products”), for at least the reasons described therein.

11. In addition to, or as an alternative to, directly infringing the '275 Patent by making, using, selling, offering to sell, and importing the accused products, Defendant has induced direct infringement of the '275 Patent by others. Defendant had knowledge of the '275 Patent and Plaintiff’s allegations of direct infringement of the '275 Patent at least as early as May 9, 2014, as shown by Exhibit C. After that date, Defendant continued to make, use, offer to sell, sell and/or import accused products, including the mobile units and manager hosts identified in Exhibits C, D and E, each configured for remote patching of operating code on a mobile unit, and/or configured to transmit a discrete patch message to a mobile unit, and/or configured to receive a discrete patch message on a mobile unit. Defendant provided assistance to end users of the accused products concerning how to update or patch operating code on a mobile unit, knowing that those instructions and/or assistance would be followed by the end users of the accused products, and would result in infringement of the '275 Patent. End users of the accused products directly infringe the '275 Patent when the accused products are used in the ordinary, customary, and intended way. By continuing to make and sell accused products and by continuing to provide such instructions and assistance, Defendant knew, or was willfully blind to, the probability that its actions

would actively induce infringement. These actions have induced the direct infringement of the '275 patent by end-users. The allegations in this paragraph are believed to have evidentiary support as set forth herein, and likely will have additional evidentiary support after a reasonable opportunity for further investigation or discovery.

12. Defendants had knowledge of the '275 patent prior to the filing of the Original Complaint in this action, as shown at least by Exhibit C.

13. At all relevant times, Plaintiff has complied with any applicable obligations required by 35 U.S.C. § 287. See Exhibit C.

14. Defendants' infringement of the '275 patent was willful. Despite knowing of the '275 Patent, Defendants engaged in acts that infringe the '275 Patent.

15. Iron Oak has been damaged as a result of Defendants' infringing conduct. Defendants are, thus, liable to Iron Oak in an amount that adequately compensates it for which, by law, cannot be less than a reasonable royalty, together with interest and costs, including lost profits, as affixed by this Court under 35 U.S.C. § 284.

**COUNT II**

**Infringement of the '658 Patent**

16. The allegations in the preceding paragraphs of this Complaint are hereby restated and incorporated by reference.

17. Defendants have committed acts of direct and indirect patent infringement of the '658 Patent by making, using, selling, offering to sell, and importing products, including but not limited to the products described in Exhibit C, D and E (“accused products”), for at least the reasons described therein.

18. In addition to, or as an alternative to, directly infringing the '658 Patent by making, using, selling, offering to sell, and importing the accused products, Defendant has induced direct infringement of the '658 Patent by others. Defendant had knowledge of the '658 Patent and Plaintiff's allegations of direct infringement of the '658 Patent at least as early as May 9, 2014, as shown by Exhibit C. After that date, Defendant continued to make, use, offer to sell, sell and/or import accused products identified in Exhibits C, D and E, each configured to select among an ordered list of communications paths. Defendant provided assistance to end users of the accused products concerning how to operate the accused products, concerning selection among an ordered list of communication paths, knowing that those instructions and/or assistance would be followed by the end users of the accused products, and would result in infringement of the '658 Patent. End users of the accused products directly infringe the '658 Patent when the accused products are used in the ordinary, customary, and intended way. By continuing to make and sell accused products, and continuing to provide such instructions and assistance, Defendant knew, or was willfully blind to, the probability that its actions would actively induce infringement. These actions have induced the direct infringement of the '658 patent by end-users. The allegations in this paragraph are

believed to have evidentiary support as set forth herein, and likely will have additional evidentiary support after a reasonable opportunity for further investigation or discovery.

19. Defendants had knowledge of the '658 patent prior to the filing of the Original Complaint in this action, as shown at least by Exhibit C.

20. At all relevant times, Plaintiff has complied with any applicable obligations required by 35 U.S.C. § 287. See Exhibit C.

21. Defendants' infringement of the '658 patent was willful. Despite knowing of the '658 Patent, Defendants engaged in acts that infringe the '658 Patent.

22. Iron Oak has been damaged as a result of Defendants' infringing conduct. Defendants are, thus, liable to Iron Oak in an amount that adequately compensates it for, which, by law, cannot be less than a reasonable royalty, together with interest and costs, including lost profits, as affixed by this Court under 35 U.S.C. § 284.

### **PRAYER**

**WHEREFORE**, Iron Oak requests judgment against Defendants as follows:

1. An award of damages, increased as deemed appropriate by the court, under 35 U.S.C. § 284;
2. An award of attorneys' fees under 35 U.S.C. § 285;
3. An award of prejudgment interest and costs of the action; and
4. Such other and further relief as the Court may deem just and proper.

### **DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury on all issues so triable.

July 26, 2018

Respectfully submitted,

/s/ Al Deaver  
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*Attorney for Plaintiff  
Iron Oak Technologies, LLC*

**CERTIFICATE OF SERVICE**

I certify that on July 26, 2018, a true and correct copy of this document was served on counsel of record via electronic mail in accordance with the Northern District of Texas Procedures for Electronic Filing.

/s/ Al Deaver