

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

<p>Rondevo Technologies, LLC,</p> <p>Plaintiff,</p> <p>v.</p> <p>ZTE (USA) Inc.,</p> <p>Defendant.</p>	<p>Case No. _____</p> <p>Patent Case</p> <p>Jury Trial Demanded</p>
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COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Rondevo Technologies, LLC (“Rondevo”), through its attorney, Isaac Rabicoff, complains of ZTE (USA) Inc., (“ZTE”), and alleges the following:

PARTIES

1. Plaintiff Rondevo Technologies, LLC is a corporation organized and existing under the laws of California and maintains its principal place of business at 35 Hugus Alley, Suite 210, Pasadena, CA 91103.

2. Defendant ZTE (USA) Inc. is a corporation organized and existing under the laws of New Jersey that maintains its principal place of business at 2425 N. Central Expy, Suite 800, Richardson, TX 75080.

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 ZTE because it has engaged in systematic and continuous business activities in the Northern District of Illinois. Specifically, ZTE provides a full range of products to residents in this District. As described below, ZTE 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 ZTE has committed acts of patent infringement in this District and has a regular and established place of business in this District. Specifically, ZTE provides its full range of services to residents in this District. In addition, Rondevoo has suffered harm in this district.

THE PATENT-IN-SUIT

7. Rondevoo is the assignee of all right, title and interest in United States Patent No. 6,377,685 (the "'685 Patent," "Patent-in-Suit"), including all rights to enforce and prosecute actions for infringement and to collect damages for all relevant times against infringers of the '685 Patent. Accordingly, Rondevoo possesses the exclusive right and standing to prosecute the present action for infringement of the Patent-in-Suit by ZTE.

The '685 Patent

8. On April 23, 2002, the United States Patent and Trademark Office issued the '685 Patent. The '685 Patent is titled "Cluster Key Arrangement." The application leading to the '685 Patent was filed on April 23, 1999. A true and correct copy of the '685 Patent is attached hereto as Exhibit A and incorporated herein by reference.

9. The '685 Patent is valid and enforceable.

10. The inventors recognized that there was a need for improving cluster key arrangements for mobile devices such as cell-phones. Ex. A, 1:5-67.

11. The invention in the '685 Patent provides an improved cluster key arrangement system. Ex. A, 6:39–52.

12. To this end, the inventors recognized the importance of developing not only button based cluster key arrangements, but also electronically configured cluster key arrangements. Ex. A, 6:39-41 (“The cluster key arrangement may be mechanically configured or electronically configured.”).

COUNT I: INFRINGEMENT OF THE '685 PATENT

13. Rondevoov incorporates the above paragraphs herein by reference.

14. **Direct Infringement.** ZTE has been and continues to directly infringe at least claim 1 of the '685 Patent in this District and elsewhere in the United States by providing a system, for example, ZTE's Max XL, which include special characters, such as accented letters, that are selected from a primary key. *See* Figure 1, available at: <https://www.zteusa.com/max-xl/>.



Figure 1. ZTE's Max XL includes special characters, such as accented letters, that are selected from a primary key.

15. ZTE's Max XL has claim element 1(a): "at least one cluster key." For example, ZTE's Max XL has a touchscreen keyboard with a button before and after it is selected. *See* Figure 2, available at: http://eguides.sprint.com/support/eguides/ztemaxxl/content/zte_max_xl_ug/touchpal_keyboard.html.



Figure 2. ZTE's Max XL has a touchscreen keyboard with a button before and after it is selected.

16. ZTE's Max XL has claim element 1(b): "said cluster key comprising a single primary key." For example, ZTE's Max XL allows any of the lettered keys to be the primary key as it appears on the primary keyboard. If the primary key is touched and let go before the duration of time, the letter is selected. *See* Figure 2.

17. ZTE's Max XL has claim element 1(c): "said cluster key comprising at least one secondary key, said secondary key being located immediately adjacent to said primary key of said cluster key." For example, ZTE's Max XL has an electronic keyboard containing character variants, which occurs after a primary key is selected and after the primary key is touched and held for a duration of time. When the primary key is held down for the duration of time, a number of accented characters appear for selection. The accented key is immediately adjacent to the primary key letter. *See* Figure 3, available at:

http://eguides.sprint.com/support/eguides/ztemaxxl/content/zte_max_xl_ug/touchpal_keyboard.html.

The T+ Layout



Tap to enter the left letter on the key. Double-tap or flick right to enter the right letter/symbol on the key. You can also touch and hold a key and slide left or right to choose more letters and symbols.

Figure 3. ZTE's Max XL has an electronic keyboard containing character variants, which displays a number of accented characters to be selected adjacent to the primary key letter.

18. ZTE's Max XL has claim element 1(d): "mutual exclusivity selecting means for selecting said primary key or said secondary key in a mutually exclusive manner." For example, ZTE's Max XL's electronic keyboard allows the user to select its primary keys by tapping the primary key and permits the user to select its secondary keys by holding the corresponding primary key for a duration of time, and then dragging up to the character adjacent to the primary key in the bar appearing above the primary key. *See* Figures 2, 3.

19. ZTE's Max XL has claim element 1(e): "wherein when both said primary key and said secondary key have met a threshold for actuation close in time to each other, said mutual exclusivity selecting means includes the use of a difference between said primary and said secondary key other than a difference in order of activation of said primary and said secondary key to select between said primary and said secondary key." For example, ZTE's Max XL has

the primary and secondary keys directly adjacent to one another. The threshold actuation time between primary and secondary keys is virtually zero and determines whether the primary or secondary key is actuated based on the position of the finger or stylus on the touch screen. *See* Figure 3.

20. ZTE's Max XL has claim element 1(f): "each of said primary and secondary keys is individually actuatable." For example, ZTE's Max XL electronic keyboard allows the user to select either its primary or secondary keys, independently of each other. *See* Figure 3.

21. ZTE's Max XL has claim element 1(g): "each of said primary key and said secondary key upon actuation move in a direction substantially parallel to the motion of the other of said primary and said secondary key upon actuation." For example, the primary and secondary keys of ZTE's Max XL are connected to mutually parallel vertical conductors. *See* Figure 3.

22. ZTE's Max XL has claim element 1(h): "each of said primary key and said secondary key has an associated electrical contact, activation of each said electrical contact sends a signal which indicates an input from said cluster key arrangement, and said mutual exclusivity selecting means selects between said primary key and said secondary key during preprocessing prior to activation of any of said electrical contacts." For example, the primary and secondary keys of the ZTE's Max XL are each associated with an electrical contact through the touchscreen. Prior to activation of the key selected, the mutual exclusivity selecting means shows which key is selected based on which key is highlighted. *See* Figure 3.

23. **Induced Infringement.** ZTE has also actively induced, and continues to induce, the infringement of at least claim 1 of the '685 Patent by actively inducing its customers, including merchants and end-users to use ZTE's smartphone in an infringing manner as described above. Upon information and belief, ZTE has specifically intended that its customers

use its smartphone in a manner that infringes at least claim 1 of the '685 Patent by, at a minimum, providing access to support for, training and instructions for, its smartphone to its customers to enable them to infringe at least claim 1 of the '685 Patent, as described above. Even where performance of the steps required to infringe at least claim 1 of the '685 Patent is accomplished by ZTE and ZTE's customer jointly, ZTE's actions have solely caused all of the steps to be performed.

24. Rondevo 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.

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

JURY DEMAND

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

PRAYER FOR RELIEF

WHEREFORE, Rondevo asks this Court to enter judgment against ZTE, granting the following relief:

- A. A declaration that ZTE has infringed the Patent-in-Suit;
- B. An award of damages to compensate Rondevo for ZTE's direct infringement of the Patent-in-Suit;
- C. An order that ZTE 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 Patent-in-Suit under 35 U.S.C. § 283;

- D. An award of damages, including trebling of all damages, sufficient to remedy ZTE's willful infringement of the Patent-in-Suit under 35 U.S.C. § 284;
- E. A declaration that this case is exceptional, and an award to Rondevoo 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.

Dated: September 11, 2018

Respectfully submitted,

/s/ Isaac Rabicoff

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