

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

	§	
UNILOC USA, INC. and	§	
UNILOC LUXEMBOURG, S.A.,	§	Civil Action No. 3:18-cv-00560-DCG
	§	
Plaintiffs,	§	
	§	
v.	§	PATENT CASE
	§	
LG ELECTRONICS U.S.A., INC.,	§	
LG ELECTRONICS MOBILECOMM	§	
U.S.A. INC. and	§	
LG ELECTRONICS, INC.,	§	
	§	
Defendant.	§	JURY TRIAL DEMANDED
	§	

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs, Uniloc USA, Inc. (“Uniloc USA”) and Uniloc Luxembourg, S.A. (“Uniloc Luxembourg”) (together, “Uniloc”), for their First Amended Complaint against defendant, LG Electronics U.S.A. (“LGE”), Inc., LG Electronics Mobilecomm U.S.A., Inc., and LG Electronics, Inc., (“LG Korea”) (together “LG”), allege as follows:¹

THE PARTIES

1. 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. Uniloc USA also maintains a place of business at 102 N. College, Suite 603, Tyler, Texas 75702.

¹ An amended complaint supersedes the original complaint and renders it of no legal effect, *King v. Dogan*, 31 F.3d 344. 346 (5th Cir. 1994), rendering a motion to dismiss the original complaint moot. *See, e.g., Mangum v. United Parcel Services*, No. 3:09-cv-0385, 2009 WL 2700217 (N.D. Tex. Aug. 26, 2009).

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

3. LG Electronics U.S.A., Inc., is a Delaware corporation having a regular and established place of business at 2151-2155 Eagle Parkway, Fort Worth, Texas 76177. LGE offers its products and/or services, including those accused herein of infringement, to customers and potential customers located in Texas and in the judicial Northern District of Texas.

4. LG Electronics Mobilecomm U.S.A., Inc. is a California corporation having a regular and established place of business in San Diego, California. LG Electronics Mobilecomm U.S.A., Inc. offers its products and/or services, including those accused herein of infringement, to customers and potential customers located in Texas and in the judicial Northern District of Texas.

5. LG Electronics, Inc. is a corporation organized under the laws of Korea with a principal place of business at LG Twin Tower 128, Yeoui-daero, Yeongdeungpo-gu, Seoul, Korea. LG Korea is in the business of manufacturing and selling electronic goods, including cellular telephones, tablets, laptops and televisions.

JURISDICTION

6. 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 subject matter jurisdiction under 28 U.S.C. §§ 1331, and 1338(a).

COUNT I (INFRINGEMENT OF U.S. PATENT NO. 7,020,106)

7. Uniloc incorporates paragraphs 1-6 above by reference.

8. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 7,020,106 (“the ’106 Patent”), entitled RADIO COMMUNICATION SYSTEM, which issued on March 28, 2006. A copy of the ’106 Patent is attached as Exhibit A.

9. Uniloc USA is the exclusive licensee of the ’106 Patent, with ownership of all substantial rights, including the right to grant sublicenses, to exclude others, and to enforce and recover past damages for infringement.

10. The ’106 Patent describes in detail and claims in various ways inventions in systems and devices developed by Koninklijke Philips Electronics N.V. for improved communication of data between devices using multiple modes and communications channels.

11. The ’106 Patent describes problems and shortcomings in the then-existing field of communications between devices and describes and claims novel and inventive technological improvements and solutions to such problems and shortcomings. The technological improvements and solutions described and claimed in the ’106 Patent were not conventional or generic at the time of their respective inventions but involved novel and non-obvious approaches to the problems and shortcomings prevalent in the art at the time.

12. The inventions claimed in the ’106 Patent involve and cover more than just the performance of well-understood, routine and/or conventional activities known to the industry prior to the invention of such novel and non-obvious systems and devices by the ’106 Patent inventors.

13. The inventions claimed in the ’106 Patent represent technological solutions to technological problems. The written description of the ’106 Patent describes in technical detail each of the limitations of the claims, allowing a person of ordinary skill in the art to understand what the limitations cover and how the non-conventional and non-generic combination of claim

elements differ markedly from and improved upon what may have been considered conventional or generic.

14. LG imports, offers for sale, and sells in the United States numerous electronic devices implementing Bluetooth Core Specification v. 3.0 + HS and above, including: (1) smartphones, such as LG G7 ThinQ, LG Q7, LG Q7+, LG Q7 α , LG Q Stylus, LG Q Stylus+, LG Q Stylus α , LG V35 ThinQ, LG V30, LG V30+, LG Aristo 2, LG Tribute Dynasty, LG X charge, LG Q6, LG G6+, LG G6, LG Rebel 3, LG Fiesta 2, LG V20, LG Wine, LG X venture, LG Stylo 3, LG Stylo 3 Plus Titan, LG Stylo 3 Plus, LG Tribute HD, LG Rebel 2, LG Fiesta, LG K20 plus, LG Grace, LG K3, LG Stylo, LG phoenix 3, LG Risio 2, LG K8, LG Stylo 2 V, LG K20, LG K20 V, LG Exalt, LG Aristo, LG G5, LG Stylo 2, LG Fortune, LG X power, LG K10, LG G Vista, LG Escape 3, LG Stylo 2 Plus, LG Classic, LG Rebel, LG Treasure, LG X style, LG Premier, LG K7, LG G4, LG K4, LG Optimus Zone 3, LG K8 V, LG Phoenix 2, LG Tribute 5, LG V10, Tribute 5, Nexus 5X, LG Spree, LG G Vista 2, LG Leon, LG Escape 2, LG Sunrise L15G, LG Lucky, G Flex 2, LG Destiny, LG Sunset, LG Power, LG Access, G Flex, LG Volt 2, LG G Stylo, LG Lancet, LG Tribute 2, LG Logos, LG Transpyre, LG Optimus F60, LG G3, LG Ultimate 2, LG Tribute, LG G3 Vigor, LG Realm, LG Optimus L70, LG F90, LG Volt, LG Optimus Fuel, LG Lucid 3, LG Optimus L90, LG Optimus Zone 2, LG Optimus F3Q, LG F7, LG Nexus 5, LG G2, LG Optimus F6, LG Enact, LG Optimus Quest, LG Optimus F3, LG Optimus F7, LG Optimus F5, Optimus G Pro, Lucid 2, LG Nexus 4, LG Optimus REGARD, LG Mach, LG Optimus G, LG Escape, LG Spectrum 2, LG Intuition, LG Motion 4G, LG Freedom II, LG Wine III, LG Exalt, LG Optimus L9, LG Rumor Reflex S, LG Optimus Exceed, LG Optimus Zone, LG Optimus Dynamic, LG Spirit, LG Optimus Quest, LG Optimus Ultimate, LG Optimus Extreme, LG Optimus Logic, LG Freedom, LG Optimus Select, LG Venice, LG

Splendor, LG Optimus Zip, LG Denali, LG Optimus Plus, Optimus Elite, LG Rumor Reflex, LG Elite, LG Viper, LG Optimus M+, LG Lucid, LG Optimus Showtime, LG Nitro, LG Spectrum, LG Marquee, LG Connect, LG Extravert, LG Optimus Net, LG Optimus Q, LG LG85C, LG Optimus 2, LG Ignite, LG myTouch Q, LG myTouch, LG DoublePlay, Optimus Slider, LG Esteem, LG Enlighten, LG Revolution, LG Wine 4, LG Terra, LG Exalt II, LG Extravert 2, LG laptops such as, , LG-13Z980-A.AAS5U1, 13Z980-A.AAS7U1, 13Z980-U.AAW5U1, 14Z980-A.AAS7U1, 14Z980-U.AAW5U1, 15Z980-U.AAS5U1, 15Z980-A.AAS7U1, 15Z980-A.AAS8U1, 15Z980-R.AAS9U1, 13Z970-A.AAS5U1, 13Z970-U.AAW5U1, 14Z970-A.AAS5U1, 14Z970-A.AAS7U1, 15Z970-A.AAS7U1, 15Z970-U.AAS5U1, 15Z975-A.AAS7U1, 13Z975-A.AAS7U1, 15Z975-A.AAS5U1, LG wireless speakers such as, , 4.1 ch Sound Bar Surround System with Wireless Surround Sound Speakers, 2.1 ch High Resolution Audio Sound Bar, 7.1ch 700W Wi-Fi Streaming Array Sound Bar with Wireless Subwoofer, NP8540 Music Flow H5 Wireless Speaker, NP8340 Music Flow H3 Wireless Speaker, NP7550 20W 2.0ch P7 Music Flow Portable Speaker, LAS851M 4.1ch 320W Music Flow Wi-Fi Streaming Sound Bar with Wireless Subwoofer, LAS751M 4.1ch 360W Music Flow Wi-Fi Streaming Sound Bar with Wireless Subwoofer, NP8740 Music Flow H7 Wi-Fi Streaming Speaker, NP5550B Music Flow P5 Portable Bluetooth Speaker, LAS855M 4.1ch 360W Music Flow Wireless Curved Sound Bar with Wireless Subwoofer, NP8350B Music Flow H4 Wi-Fi Streaming Portable Speaker, SoloG Portable Bluetooth Speaker, ZeroG Levitating Portable Bluetooth Speaker with Subwoofer, LOUDR Portable Hi-Fi Speaker System with Bluetooth Connectivity, NP7550 20W 2.0ch P7 Music Flow Portable Speaker, PBS-C510 LG Sound360 Bluetooth® Speaker, NP5550B Music Flow P5 Portable Bluetooth Speaker, NP8350B Music Flow H4 Wi-Fi Streaming Portable Speaker, SJ4R 4.1 ch Sound Bar Surround System with

Wireless Surround Sound Speakers, LAS475B 2.1ch 300W Sound Bar with Wireless Subwoofer and Bluetooth® Connectivity, SJ9 5.1.2 ch High Resolution Audio Sound Bar with Dolby Atmos, SJC8 4.1 ch High Resolution Audio Sound Bar, SJ8 4.1 ch High Resolution Audio Sound Bar, SJ7 Sound Bar Flex with Wireless Subwoofer, SJ6B 2.1 ch High Resolution Audio Sound Bar, SJ5Y-S 2.1 ch High Resolution Audio Sound Bar, SJ4Y-S 2.1 ch High Resolution Audio Sound Bar, SH7B 360W 4.1ch Music Flow Wi-Fi Streaming Sound Bar with Wireless Subwoofer, SH2 100W 2.1ch Sound Bar with Bluetooth® Connectivity, LASC47 2.1 ch High Resolution Audio Sound Bar, LASC27 100W 2.0 ch Sound Bar with Bluetooth® Connectivity, LAS260B 100W 2.0 ch Sound Bar with Bluetooth® Connectivity, SJ2 160W 2.1ch Sound Bar with Bluetooth® Connectivity, SJ4Y 2.1 ch High Resolution Audio Sound Bar, SH5B 320W 2.1ch Sound Bar with Wireless Subwoofer and Bluetooth® Connectivity, SH4 2.1ch 300W Sound Bar with Wireless Subwoofer and Bluetooth® Connectivity, SH6 4.0ch Music Flow Wi-Fi Streaming Sound Bar with Dual Bass Ports, SH3K 2.1ch 300W Soundbar with Wireless Subwoofer, LAS950M 7.1ch 700W Wi-Fi Streaming Array Sound Bar with Wireless Subwoofer, HF85JA Ultra Short Throw Laser Smart Home Theater Projector, PH30JG HD LED Portable MiniBeam Projector w/ up to 4 hour battery life, HF80JA Laser Smart Home Theater Projector, PF1000UW Ultra Short Throw LED Home Theater Projector with webOS Smart TV and Magic Remote, PF1500W LED Home Theater Projector with webOS Smart TV and Magic Remote, PH450UG Ultra Short Throw LED Projector with Embedded Battery, PW1500 1500 Lumen Minibeam LED Projector With Screen Share and Bluetooth Sound Out, PH550 Minibeam LED Projector with Built-In Battery, Bluetooth Sound Out and Screen Share, PH150G LED Projector with Embedded Battery and Screen Share, PV150G Minibeam LED Projector with Embedded Battery, PF1000UA Ultra Short Throw LED Home Theater Projector

with Digital TV Tuner, PH450U Ultra Short Throw LED Projector with Embedded Battery and Digital TV Tuner, and PH150B Portable HD LED Projector (collectively “Accused Infringing Devices”).

15. The Accused Infringing Devices comprise a system of at least a first master device and a second slave device wherein the first devices uses a transceiver to transmit information to the second device at a Basic Rate/Enhanced Data Rate (BR/EDR) in accordance with the Bluetooth 3.0 + HS or higher specification and the slave device transmits information to the master device.

16. In the Accused Infringing Devices, the BR/EDR radio is used to perform discovery, association, connection establishment and connection maintenance.

17. The Accused Infringing Products can also communicate with each other via an Alternate MAC/PHY (AMP) physical link and using WiFi (such as IEEE 802.11).

18. Once a connection has been established between a pair of Accused Infringing Devices using BR/EDR, the first device can discover whether the second device has a common AMP and cause transmission of data traffic to be moved from BR/EDR to AMP controller(s).

19. LG has infringed, and continues to infringe, at least claims 15-17 of the ’106 Patent in the United States, by offering for sale, selling and/or importing the Accused Infringing Devices in violation of 35 U.S.C. §271(a).

20. LG specifically, knowingly and intentionally incorporates into the Accused Infringing Devices components and software that enable the devices automatically as described above to communicate in accordance with Bluetooth protocols.

21. In its marketing, promotional and/or instructional materials, including those identified below, LG also specifically and intentionally instructs its customers to use the Accused

Infringing Devices in a manner that causes the devices to communicate in accordance with Bluetooth protocols.

22. LG has infringed, and continues to infringe, at least claims 15-17 of the '106 Patent by actively inducing others to use, offer for sale, and sell the Accused Infringing Devices. LG's customers who use those devices in accordance with LG's instructions infringe at least claims 15-17 of the '106 Patent, in violation of 35 U.S.C. § 271(a). LG intentionally directly and/or indirectly instructs its customers to infringe through training videos, demonstrations, brochures, installation and user guides, such as those located at one or more of the following:

- www.lg.com
- <http://www.lg.com/us/support/manuals-documents>
- <http://www.lg.com/us/support-mobile/lg-VS987-Silver>
- www.youtube.com
- www.youtube.com/watch?v=ZK8tFa9S6nE
- www.youtube.com/watch?v=K81Qr-A6cns
- www.youtube.com/watch?v=WeDxvqwhIIM
- www.youtube.com/watch?v=ZvI5pBOO_yM
- www.youtube.com/watch?v=FDMsCU9QaWA
- www.youtube.com/watch?v=7kX12RVJVbw
- www.youtube.com/watch?v=9VkanCyysA
- www.youtube.com/watch?v=zy7FBx8F0ZE
- www.youtube.com/watch?v=qQWeZSju6Kk
- www.youtube.com/watch?v=XmBWHumnDmY
- www.youtube.com/watch?v=Rti5mZ8i0Us

LG is thereby liable for infringement of the '106 Patent under 35 U.S.C. § 271(b).

23. LG has also infringed, and continues to infringe, at least claims 15-17 of the '106 patent by offering to sell, selling and/or importing the Accused Infringing Devices knowing that the devices are used in practicing the processes, or using the systems, of the '106 patent, and constitute a material part of the invention. LG knows portions of the software contained in the Accused Infringing Devices to be especially made or especially adapted for use in infringement of the '106 patent, not a staple article or commodity of commerce suitable for substantial noninfringing use. LG is thereby liable for infringement of the '106 Patent under 35 U.S.C. § 271(c).

24. LG will have been on notice of the '106 Patent since, at the latest, the service of the Original Complaint upon it. By the time of trial, LG will have known and intended (since receiving such notice) that its continued actions would actively induce and contribute to the infringement of at least claims 15-17 of the '106 Patent. Despite that knowledge, and as further evidence of its intent, LG has refused to discontinue its infringing acts and to remove the infringing functionality from the Accused Infringing Devices, or otherwise place a non-infringing limit on their use.

25. LG may have infringed the '106 Patent through other software and devices utilizing the same or reasonably similar functionality, including other versions of the Accused Infringing Products.

26. Uniloc has been damaged by LG's infringement of the '106 Patent.

PRAYER FOR RELIEF

Uniloc requests that the Court enter judgment against LG:

(A) declaring that LG has infringed the '106 Patent;

- (B) awarding Uniloc its damages suffered as a result of LG's infringement of the '106 Patent;
- (C) awarding Uniloc its costs, attorneys' fees, expenses, and interest, and
- (D) granting Uniloc such further relief as the Court finds appropriate.

DEMAND FOR JURY TRIAL

Uniloc demands trial by jury, under Fed. R. Civ. P. 38.

Date: July 2, 2018.

Respectfully submitted,

/s/ Kevin Gannon

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ATTORNEYS FOR THE PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that all counsel of record who have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system on July 2, 2018.

/s/ Kevin Gannon

Kevin Gannon