

**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-00557-DCG
	§	
Plaintiffs,	§	
	§	
v.	§	PATENT CASE
	§	
LG ELECTRONICS U.S.A., INC.,	§	
LG ELECTRONICS MOBILECOMM	§	
U.S.A. INC. and	§	
LG ELECTRONICS, INC.,	§	
	§	
Defendants.	§	JURY TRIAL DEMANDED
	§	

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs, Uniloc USA, Inc. and Uniloc Luxembourg, S.A. (together “Uniloc”), for their First Amended Complaint against defendants, LG Electronics U.S.A., Inc., LG Electronics Mobilecomm U.S.A., Inc., and LG Electronics, Inc., (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.

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).

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).

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. 6,868,079)

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

8. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,868,079 (“the ’079 Patent”), entitled RADIO COMMUNICATION SYSTEM WITH REQUEST RE-TRANSMISSION UNTIL ACKNOWLEDGED, which issued on March 15, 2005. A copy of the ’079 Patent is attached as Exhibit A.

9. Uniloc USA is the exclusive licensee of the '079 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 '079 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 therebetween by a primary device allocating time slots to secondary devices and the secondary devices use their respective allocated time slots to respond to the primary device until the primary device sends an acknowledgement to the secondary device.

11. The '079 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 '079 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 '079 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 '079 Patent inventor.

13. The inventions claimed in the '079 Patent represent technological solutions to technological problems. The written description of the '079 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, uses, offers for sale, and sells in the United States electronic devices that operate in compliance with the LTE standards, such as those designated: LG G7 ThinQ, LG Q7, LG Q7+, LG Q7 α , LG Q Stylus, LG Q Stylus+, LG Q Stylus α , LG V35 ThinQ, LG Volt 2, LG G Stylo, LG Leon, LG Lancet, LG VS820, LG VW820, LG Tribute 2, LG Escape 2, LG Logos, LG Transpyre, LG Optimus F60, LG G3, LG Tribute, LG G3 Vigor, LG G Vista, LG Optimus L70, LG F90, LG Volt, LG Lucid 3, LG Optimus F3Q, LG F7, LG Nexus 5, LG G2, LG Optimus F6, LG Enact, LG Optimus Quest LTE, LG Optimus F3, LG Optimus F7, LG Optimus F5, Optimus G Pro, Lucid 2, LG Spirit, LG Optimus REGARD, LG Mach, LG Optimus G, LG Escape, LG Spectrum 2, LG Intuition, LG Motion 4G, LG Viper, LG Lucid, LG Nitro, LG Spectrum, LG Connect 4G, LG Esteem, LG Revolution, LG V30, LG V30+, LG Aristo 2, LG Tribute Dynasty, LG X charge, LG Q6, LG G6+, LG G6, LG Rebel 3 LTE, LG Fiesta 2 LTE, LG V20, LG Wine LTE, LG X venture, LG Stylo 3, LG Stylo 3 Plus Titan, LG Stylo 3 Plus, LG Tribute HD, LG Rebel 2 LTE, LG Fiesta LTE, LG Stylo 3 LTE, LG K20 plus, LG Grace LTE, LG K3, LG phoenix 3, LG Risio 2, LG K8, LG Stylo 2 V, LG K20, LG K20 V, LG Exalt LTE, LG Aristo, LG G5, LG Stylo 2 Plus, LG Fortune, LG X power, LG K10, LG Stylo 2, LG Escape 3, LG Rebel LTE, LG Treasure LTE, LG X style, LG Premier, LG Stylo 2 LTE, LG K7, LG G4, LG K4, LG Optimus Zone 3, LG K8 V, LG Phoenix 2, LG Tribute 5, LG Wine 4, LG V10, LG Nexus 5X, LG Spree, LG G Vista 2, LG Leon LTE, LG Tegra, G Flex 2, LG Destiny 4G, LG Sunset, LG Risio, LG Access LTE, and G Flex (collectively “Accused Infringing Devices”).

15. The Accused Infringing Devices are electronic devices that operate in compliance with the LTE Standards whereby one device is a primary device that allocates time slots to one or more secondary devices and wherein the secondary devices may respond with a request for services.

16. LG has infringed, and continues to infringe, at least claim 18 of the '079 Patent in the United States, by making, using, offering for sale, selling and/or importing the Accused Infringing Devices in violation of 35 U.S.C. §271(a).

17. The Accused Infringing Devices include LTE capability and use a physical uplink control channel (PUCCH) to transmit between base stations and devices in FDD or TDD mode, both of which modes organize transmissions into radio frames of 10 ms duration.

18. Using PUCCH format 1, for example, a secondary device transmits scheduling request (SR) information to the primary device in respective time slots every n th sub-frame. For example, the SR may be sent twice in consecutive .5ms subframe time slots. This is repeated until the primary device transmits a resource allocation acknowledgement. The primary device detects the incoming SR by the presence of a certain energy level on the PUCCH.

19. 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 LTE functionality.

20. 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 send and receive data packets in accordance with LTE functionality

21. LG has infringed, and continues to infringe, at least claim 18 of the '079 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 claim 18 of the '079 Patent, in violation of 35 U.S.C. § 271(a). LG intentionally instructs its customers to use the Accused Infringing Devices in an infringing manner as described above through training videos, demonstrations, brochures, installation and user guides, such as those located at:

- www.lg.com
- www.lg.com/us/search.lg?search=lte
- www.lg.com/us/support-mobile/lg-H820-Silver
- www.lg.com/us/cell-phones/
- www.lg.com/us/support/manuals-documents
- www.youtube.com
- www.youtube.com/user/LGMobileHQ
- www.youtube.com/watch?v=NvIvPgGUspw
- www.youtube.com/watch?v=KtDsytVive
- www.youtube.com/watch?v=ybG8iWK4e2I
- www.youtube.com/watch?v=rZTc3QQCjm4
- www.youtube.com/watch?v=zOxdt2vY6_s
- www.youtube.com/watch?v=HOukPxjIHRw
- www.youtube.com/watch?v=gtk65-NqZBc
- www.youtube.com/watch?v=T_km8oZ2g98
- www.youtube.com/watch?v=841dtKrpz5U
- www.youtube.com/watch?v=kW1MlrDbJQE

- www.youtube.com/watch?v=KD3GSzOBuUo
- www.youtube.com/watch?v=ybG8iWK4e2I
- www.youtube.com/watch?v=4u5JQRQibBw

LG is thereby liable for infringement of the '079 Patent under 35 U.S.C. § 271(b).

22. LG has also infringed, and continues to infringe, at least claim 18 of the '079 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 '079 patent, and constitute a material part of the invention. LG knows portions of the Accused Infringing Devices are especially made or especially adapted for use as described above to infringe the '079 patent, and are not a staple article, or a commodity of commerce suitable for substantial noninfringing use. LG is thereby liable for infringement of the '079 Patent under 35 U.S.C. § 271(c).

23. LG will have been on notice of the '079 Patent since, at the latest, the service of the Original Complaint upon it in this case. 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 claim 18 of the '079 Patent by others, including its customers. 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.

24. LG may have infringed the '079 Patent through other software and devices utilizing the same or reasonably similar functionality, including other versions of the Accused Infringing Devices.

25. Uniloc has been damaged by LG's infringement of the '079 Patent.

PRAYER FOR RELIEF

Uniloc requests that the Court enter judgment against LG:

- (A) declaring that LG has infringed the '079 Patent;
- (B) awarding Uniloc its damages suffered as a result of LG's infringement of the '079 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

Paul J. Hayes
Massachusetts State Bar No. 227000
Kevin Gannon
Massachusetts State Bar No. 640931
Aaron Jacobs
Massachusetts State Bar No. 677545
PRINCE LOBEL TYE LLP
One International Place, Suite 3700
Boston, MA 02110
Tel: (617) 456-8000
Email: phayes@princelobel.com
Email: kgannon@princelobel.com
Email: ajacobs@princelobel.com

Edward R. Nelson III
ed@nelbum.com
Texas State Bar No. 00797142
Anthony M. Vecchione
anthony@nelbum.com
Texas State Bar No. 24061270
NELSON BUMGARDNER ALBRITTON PC
3131 West 7th Street, Suite 300
Fort Worth, TX 76107
Tel: (817) 377-9111
Fax: (817) 377-3485

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