

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

UNILOC 2017 LLC, Plaintiff, v. ZTE (USA), INC. and ZTE (TX), INC., Defendants.	Case No. PATENT CASE JURY TRIAL DEMANDED
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COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, Uniloc 2017 LLC (“Uniloc”), for its complaint against defendants, ZTE (USA), Inc. and ZTE (TX), Inc. (together, “ZTE”), alleges:

THE PARTIES

1. Uniloc 2017 LLC is a Delaware limited liability company, having addresses at 1209 Orange Street, Wilmington, Delaware 19801; 620 Newport Center Drive, Newport Beach, California 92660; and 102 N. College Avenue, Suite 303, Tyler, Texas 75702.

2. ZTE (USA), Inc. is a New Jersey corporation, having a principal place of business at 2425 North Central Expressway, Suite 800, Richardson, Texas 75080. ZTE (USA), Inc. may be served with process through its registered agent for service in Texas: Jing Li, 2425 North Central Expressway, Suite 800, Richardson, Texas 75080.

3. ZTE (TX), Inc. is a Texas corporation, having a principal regular and established place of business at 2500 Dallas Parkway, Plano, Texas 75093. ZTE (USA), Inc. may be served with process through its registered agent for service in Texas: Ferguson, Braswell & Fraser, P.C., 2500 Dallas Parkway, Suite 501, Plano, Texas 75093.

4. ZTE makes, uses, offers for sale, sells, and imports products for sale to customers in this judicial district, including those accused of infringement herein.

JURISDICTION

5. 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).

CLAIM FOR PATENT INFRINGEMENT

6. Uniloc 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 March 15, 2005. A copy of the ’079 Patent is attached as Exhibit A.

7. 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 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.

8. The ’079 Patent describes problems and shortcomings in the then-existing field of communications between portable devices and describes and claims novel and inventive technological improvements and solutions to those problems and shortcomings.

9. 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 combination of claim elements differed markedly from and improved upon what may have been considered conventional or generic.

10. ZTE imports, uses, offers for sale, and sells in the United States electronic devices that operate in accordance with the LTE standards, including the following: ZTE nubia V18, ZTE nubia N3, ZTE Blade V9 Vita, ZTE Blade V9, ZTE Tempo Go, ZTE Blade A3, ZTE Blade A6, ZTE Maven 2, ZTE Blade X, ZTE Axon M, ZTE nubia Z17s, ZTE nubia Z17 miniS, ZTE nubia Z17 lite, ZTE Blade Z Max, ZTE Blade Force, ZTE Tempo X, ZTE Blade A601, ZTE Grand X View 2, ZTE Blade V7 Plus, ZTE nubia N2, ZTE nubia M2, ZTE nubia M2 lite, ZTE nubia M2 Play, ZTE nubia Z17, ZTE Axon 7s, ZTE Max XL, ZTE nubia Z17 mini, ZTE Blade A520, ZTE nubia N1 lite, ZTE Blade V8 Min, ZTE Blade V8 Lite, ZTE Blade A2 Plus, ZTE Hawkeye, ZTE Blade V8 Pro, ZTE Blade V8, ZTE Axon 7 Max, ZTE Grand X4, ZTE Blade V7 Max, ZTE nubia Z11 mini S, ZTE Axon 7 mini, ZTE Warp 7, ZTE Zmax Pro, ZTE nubia N1, ZTE nubia Z11 Max, ZTE Axon 7, ZTE nubia Z11, ZTE Blade L110 (A110), ZTE Grand X Max 2, ZTE nubia Z11 mini, ZTE Blade V Plus, ZTE Blade A610, ZTE Blade A512, ZTE Blade A452, ZTE Blade V7, ZTE Blade A2, ZTE Blade A910, ZTE Blade V7 Lite, ZTE Axon Max, ZTE nubia Prague S, ZTE Grand X 3, ZTE Avid Plus, ZTE Blade X9, ZTE Blade X5, ZTE Blade X3, ZTE Axon, ZTE Blade S7, ZTE Axon mini, ZTE Zmax 2, ZTE Axon Elite, ZTE nubia My Prague, ZTE Axon Lux, ZTE Boost Max+, ZTE Blade A460, ZTE Blade D6, ZTE Axon Pro, ZTE Blade A410, ZTE Obsidian, ZTE Grand X2, ZTE Sonata 2, ZTE Blade Apex 3, ZTE Maven, ZTE Blade Qlux 4G, ZTE nubia Z9, ZTE Blade S6 Plus, ZTE nubia Z9 Max, ZTE nubia Z9 mini, ZTE Open L, ZTE Grand S3, ZTE V5 Lux, ZTE Blade S6, ZTE Imperial II, ZTE Grand X Max+, ZTE Star 2, ZTE Grand X Plus Z826, ZTE Speed, ZTE Grand S Pro, ZTE Zmax, ZTE Blade Vec 4G, ZTE nubia Z5S mini NX405H, ZTE nubia Z7, ZTE nubia Z7 Max, ZTE nubia Z7 mini, ZTE Star 1, ZTE nubia X6, ZTE Grand Memo II LTE, ZTE Iconic Phablet, ZTE Grand S II S291, ZTE nubia Z5S, ZTE Grand S Flex, ZTE Warp 4G, ZTE Imperial, ZTE

Vital N9810, ZTE Grand Memo V9815, ZTE Grand S, ZTE Avid 4G, ZTE Flash, ZTE Anthem 4G, ZTE Grand X LTE T82, ZTE V96, ZTE N910, ZTE PF200, AT&T Primetime, AT&T TREK 2HD and ZTE ZPAD8 (collectively “Accused Infringing Devices”).

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

12. 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.

13. 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.

14. The Accused Infringing Devices are used in communications systems where one device is a primary device that allocates time slots to one or more secondary devices in which the secondary device(s) may request services from the primary device.

15. ZTE has infringed, and continues to infringe, claims of the '079 Patent, including at least claims 17-18, by making, using, offering for sale, selling, and importing the Accused Infringing Devices.

16. ZTE knowingly and intentionally incorporates into the Accused Infringing Devices components and software that enable the devices to operate automatically as described above to infringe the '079 Patent.

17. In its marketing, promotional, and instructional materials, including those identified below, ZTE 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.

18. ZTE 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. ZTE's customers who use those devices in accordance with ZTE's instructions infringe claims 17-18 of the '079 Patent. ZTE intentionally instructs its customers to infringe through training videos, demonstrations, brochures, installation and user guides, and other instructional and marketing materials, such as those located at:

- www.zteusa.com
- [www.zteusa.com/\[device name, e.g. "blade-z-max"\]](http://www.zteusa.com/[device name, e.g.)
- www.zteusa.com/products/smartphone
- www.zteusa.com/products/all-phones
- www.zteusa.com/products/phones/carrier/straighttalk
- www.zteusa.com/compare/
- www.zteusa.com/support_page/
- www.zteusa.com/media/wysiwyg/ZTE-Avid/ZTE_Avid_TM_4G_User_Manual_English_-_PDF_-_1.25MB_.pdf
- www.zteusa.com/media/wysiwyg/zte-speed/ZTE_Speed_User_Guide_English_-_PDF_-_2.48MB_.pdf

- <https://zte-iqorsupport.custhelp.com/ci/fattach/get/4028/0/filename/ZTE+BLADE+FORCE+User+Manual+V1.2-0911.pdf>
- https://zte-iqorsupport.custhelp.com/ci/fattach/get/85/0/filename/ZTE_nubia_5_User_Guide_English_-_PDF_-_207KB_.pdf
- www.youtube.com/user/ZTEUSAInc
- www.youtube.com/user/ztedevice
- www.youtube.com/watch?v=z4AZL2F2oBo
- www.youtube.com/watch?v=aGXD3tLP9OU
- www.youtube.com/watch?v=B2PE86MRt3w
- www.youtube.com/watch?v=o4vKU-bC7Ew
- www.youtube.com/watch?v=Gm0V1csTUZc
- www.youtube.com/watch?v=WrlGgwdlxUU
- www.youtube.com/watch?v=fnWxgDAKCKc
- www.youtube.com/watch?v=J3X0ZMyYCHE
- www.youtube.com/watch?v=HWIjMdDKTx4

19. ZTE has also infringed, and continues to infringe, at least claim 18 of the '079 patent by offering to sell, selling, and 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. ZTE knows portions of the Accused Infringing Devices are especially made or especially adapted for use as described above to infringe the '079 patent, and not a staple article, or a commodity of commerce suitable for substantial noninfringing use.

20. ZTE will have been on notice of the '079 Patent since, at the latest, the service of the complaint upon it in 2:18-cv-00304 in the Eastern District of Texas. ZTE has also been on

notice of Uniloc's infringement allegations and theory of infringement since that date, and thus has known that its continued actions would induce and contribute to the infringement of claims of the '079 Patent. Despite that knowledge, and as further evidence of its intent, ZTE has refused to discontinue its infringing acts and has also induced infringement by failing to remove the infringing functionality from the Accused Infringing Devices or otherwise place a non-infringing limit on its use.

21. By the time of trial, ZTE 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.

22. ZTE 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.

23. Uniloc has been damaged by ZTE's infringement of the '079 Patent.

PRAYER FOR RELIEF

Uniloc requests that the Court enter judgment against ZTE:

- (A) declaring that ZTE has infringed the '079 Patent;
- (B) awarding Uniloc its damages suffered as a result of ZTE'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: November 17, 2018

Respectfully submitted,

/s/ Kevin Gannon

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