

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

EVOLVED WIRELESS, LLC,)
)
)
 Plaintiff,)
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 v.)
)
 BLU PRODUCTS, INC.)
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 Defendant.)
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)
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Case No. _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Evolved Wireless, LLC (“Evolved Wireless”), for its causes of action against Defendant BLU Products, Inc. (“BLU”), states and alleges on knowledge and information and belief as follows:

PARTIES

1. Plaintiff Evolved Wireless is a limited liability company organized and existing under the laws of the State of Delaware and having a principal place of business at 805 Las Cimas Parkway, Suite 240, Austin, Texas 78746.

2. On information and belief, Defendant BLU is a Delaware corporation with its principal place of business at 10814 N.W. 33rd Street, Doral, Florida 33172.

JURISDICTION

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a), in that this action arises under the federal patent statutes, 35 U.S.C. §§ 271 and 281-285.

4. This Court has personal jurisdiction over BLU. Upon information and belief, BLU has committed and continues to commit acts giving rise to this action within Florida and within this judicial district and BLU has established minimum contacts within the forum such that the exercise of jurisdiction over BLU would not offend traditional notions of fair play and substantial justice. For example, BLU has committed and continues to commit acts of infringement in this district, by among other things, offering to sell and selling products that infringe the Asserted Patents, as defined below, including smartphones. In conducting its business in Florida and in this judicial district, BLU derives substantial revenue from infringing products being sold, used, imported, and/or offered for sale or providing service and support to BLU's customers in Florida and this district, and will continue to do so unless enjoined by this Court.

VENUE

5. Venue in this district is proper pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400(b) because BLU has committed acts within this judicial district giving rise to this action and has a regular and established place of business here.

BACKGROUND

6. The Third Generation Partnership Project ("3GPP") develops standards for globally-applicable commercial cellular systems. The Organizational Partners of 3GPP are major telecommunications standards developing organizations from around the world, including the European Telecommunications Standards Institute ("ETSI"), the North American Alliance for Telecommunication Industry Solutions, the Telecommunications Technology Association of Korea, and a few others. Companies participate in 3GPP via their membership in one of the Organizational Partners. LG Electronics, Inc. is a member of at least one Organizational Partner, either directly or through a subsidiary.

7. Global standards establish precise specifications for the essential components of telecommunications systems and are fundamental in allowing products and services from unrelated competitors to be compatible and operate seamlessly with a telecommunications network.

8. The 3GPP standards for cellular wireless communications are known as Releases. Release 8 describes the first version of the Long Term Evolution (“LTE”) standard. The LTE standard network includes Evolved Universal Terrestrial Access Network (“EUTRAN”) and a Core Network called Evolved Packet Core.

9. Each Release consists of a series of technical specifications (“TS”). The 3GPP 36 series of technical specifications covers the E-UTRAN, including at least TS 36.211, .300, .321, and .331. Starting with Release 8, LTE has been commercially available in the United States since around 2010.

10. Developing these standards is an iterative process in which industry players compete to find novel solutions to the standard’s technical challenges and goals, including increased data rates and throughput, reduced latency, and higher reliability. The member companies participate in 3GPP Working Groups to discuss, vote, and select the most appropriate technology among competing proposals to provide each individual function within the standard. Therefore, technologies patented by the members become part of the 3GPP standards.

11. 3GPP participants must abide by the intellectual property rights (“IPR”) policy of the Organizational Partners to which they belong. These IPR policies, such as the ETSI IP policy, are intended to strike “a balance between the needs of standardization for public use in the field of telecommunications and the rights of the owners of IPRs.”¹ “IPR holders whether members of

¹ ETSI Rules of Procedure, Annex 6: ETSI Intellectual Property Rights Policy § 3.1 (2014), *available at* <http://www.etsi.org/images/files/IPR/etsi-ipr-policy.pdf>

ETSI and their AFFILIATES or third parties, should be adequately and fairly rewarded for the use of their IPRs in the implementation of STANDARDS and TECHNICAL SPECIFICATIONS.”²

12. 3GPP participants are required to disclose intellectual property (including patents and patent applications) owned by them which they believe are or are likely to become essential, or might be essential, to any 3GPP standard, including LTE. Companies are also required by IPR policies to license their intellectual property on terms that are fair, reasonable, and non-discriminatory (“FRAND”).³ These policies bind all successors-in-interest to license essential intellectual property on FRAND terms.⁴

EVOLVED WIRELESS

13. Evolved Wireless restates and realleges each of the allegations set forth above and incorporates them herein.

14. Evolved Wireless owns, through assignments originating with LG Electronics, Inc. (“LG”), a standard-essential patent portfolio relating to the LTE wireless communication system. The portfolio, which includes United States Patent Nos. RE46,679 (“the ‘679 Patent”) (Ex. A), RE46,714 (“the ‘714 Patent”) (Ex. B), RE46,602 (“the ‘602 Patent”) (Ex. C), 9,560,650 (“the ‘650 Patent”) (Ex. D), 9,705,624 (“the ‘624 Patent”) (Ex. E), 9,806,838 (“the ‘838 Patent”) (Ex. F), 9,532,336 (“the ‘336 Patent”) (Ex. G), and 9,775,177 (“the ‘177 Patent”) (Ex. H) (collectively, “the Asserted Patents”), is essential to the 3GPP 36 Series technical specifications, including at least TS 36.211, .300, .321, and .331.

² *Id.* § 3.2.

³ *Id.* § 6.1.

⁴ *Id.* § 6.1bis.

15. As an ETSI member, LG extensively participated in 3GPP working group meetings to develop the LTE standards. LG submitted numerous proposals for incorporation into the standards, and LG's research and development efforts solved significant technical challenges facing the standards. The LTE Patent Portfolio claims several of LG's technical solutions that solve technical challenges in wireless telecommunications technology.

16. Evolved Wireless continues to contribute additional inventions to the LTE wireless communication system.

OVERVIEW OF MOBILE TELECOMMUNICATIONS

17. Mobile (cellular) phones and devices allow users to make or receive telephone calls and transmit and receive data wirelessly over a wide geographical area.

18. Around 1980, first generation (1G) mobile phones were introduced to the public. These phones used analog modulation techniques, specifically frequency division multiple access (FDMA), to transmit voice calls.

19. In the 1990s, second generations (2G) phones emerged. These phones used digital technology, which permitted more efficient use of the radio spectrum than their 1G predecessor. While second generation systems were originally designed only for voice, they were later enhanced to include data transmission, but could only achieve low data rates.

20. During the same time period of growth for 2G communications systems, overall usage of the internet also increased. In response to user demand for higher data rates, third generation (3G) phones emerged.

21. While voice calls traditionally dominated the traffic in mobile communications, the increasing number of mobile devices and the advancement of mobile device technology with increased features and data-hungry applications drove demand for faster and more reliable data

transmissions. Data traffic over cellular networks has therefore increased dramatically since the mid- to late-2000s.

22. Given the increased demand for data, coupled with limited available radio spectrum, mobile communication developers were required to create a standard that, compared with 3G, offered much higher data rates, lower latency, and improved overall user experience. LTE is the result of this development.

EVOLVED WIRELESS'S STANDARD-ESSENTIAL LTE PATENT PORTFOLIO

23. Evolved Wireless's LTE Patent Portfolio is rooted in mobile telecommunications technology and solves particular problems arising in wireless cellular communications between mobile devices and cellular networks.

24. The above-mentioned benefits of LTE, such as higher throughput and lower latency, could be achieved only after significant challenges were overcome. These challenges included at least interference management and signal processing. The LTE Patent Portfolio addresses some of these challenges and offers specific solutions to improve mobile device functionality over the prior art with faster, more reliable, and more efficient voice and data transmissions.

THE ASSERTED PATENTS

25. United States Patent No. RE46,679 ("the '679 Patent"), entitled "Method of transmitting and receiving radio access information in a wireless mobile communications system," was issued January 16, 2018. Evolved Wireless is the owner and assignee of the '679 Patent.

26. United States Patent No. RE46,714 ("the '714 Patent"), entitled "Method of transmitting and receiving radio access information in a wireless mobile communications system," was issued February 13, 2018. Evolved Wireless is the owner and assignee of the '714 Patent.

27. United States Patent No. RE46,602 (“the ‘602 Patent”), entitled “Method of transmitting and receiving radio access information in a wireless mobile communications system,” was issued November 7, 2017. Evolved Wireless is the owner and assignee of the ‘602 Patent.

28. The patented technology of the ‘679, ‘714, and ‘602 Patents is directed generally to the handover of a mobile device from a one cell tower base station (the source base station) to another cell tower base station (the target base station). Handovers are fundamental to the cellular architecture of wireless telecommunication systems.

29. In the prior art, when a mobile device moves to the coverage area of a new base station, the mobile device must send a signal to establish synchronization and make scheduling requests. The signal included information related to a random access preamble selected randomly by the mobile device. Problems arise with this prior art handover method. Specifically, the signal is susceptible to collision and disruption during the handover from, among other things, multiple devices using the same preamble. As more and more devices enter and leave the cell area, the likelihood of collision increases. Any collisions will increase service interruption, ultimately reducing the quality and/or availability of service.

30. The patented technology of the ‘679, ‘714, and ‘602 Patents addresses problems specifically arising out of using a limited number of preambles in a random access process to access a base station as the number of mobile devices within the cell increases. The patents disclose a mobile device that receives information related to a specific preamble by the target base station by means of the source base station. The mobile device uses the specific preamble during the handover process to eliminate the likelihood of collision, which can reduce handover processing time and in turn result in a faster and more efficient method of accessing the target base station.

31. More specifically, the '679, '714, and '602 Patents describes at least one technical problem existing in prior art methods to handover mobile devices (mobile terminals) from one cell tower to another. "In the related art, when the mobile terminal moves from a source cell to a target cell, the mobile terminal uses a RACH to transmit a cell update message to the target cell. However, because of a possibility of RACH collision (i.e. the same signature is being selected from multiple terminals that use of the RACH), the processing time for the handover process may be delayed." (Ex. C, 6:1-7).

32. With this particular prior art problem in mind, the '679, '714, and '602 Patents claim technical solutions for providing the mobile device with handover information prior to the actual handover in order to reduce handover processing time. "In contrast [to the prior art], the features of the present invention provide that the terminal receives necessary information from a source cell in advance (i.e., before the terminal transmits a RACH setup request to a network) in order to utilize the RACH in a later step. As a result, the terminal can connect with the target cell with minimal delays." (*Id.* at 6:7-13).

33. United States Patent No. 9,560,650 ("the '650 Patent"), entitled "Method of transmitting data in a mobile communication system," was issued on January 31, 2017. Evolved Wireless is the owner and assignee of the '650 Patent.

34. United States Patent No. 9,705,624 ("the '624 Patent"), entitled "Method of transmitting data in a mobile communication system," was issued on July 11, 2017. Evolved Wireless is the owner and assignee of the '624 Patent.

35. United States Patent No. 9,806,838 ("the '838 Patent"), entitled "Method of transmitting data in a mobile communication system," was issued on October 31, 2017. Evolved Wireless is the owner and assignee of the '838 Patent.

36. The patented technology of the '650, '624, and '838 Patents is directed generally to an apparatus and method for creating the preamble of a random access signal so as to address limitations rooted in the prior art. In prior art systems, a preamble of a fixed length was used, limiting flexibility in different cell sizes. The patented technology of the '650, '624, and '838 Patents addresses this problem by, among other things, providing a solution where a specific sequence is repeated multiple times and a cyclic prefix is added. The resulting preambles are less susceptible to "noise or channel change." (Ex. E, 56-60.) The solution improves the probability of preamble reception by base stations and in turn provide more efficient and reliable cellular connections than prior art systems and methods.

37. The '650, '624, and '838 Patents describes the prior art where "[a] user equipment uses a random access channel (RACH) to access a network in a state that the user equipment is not uplink synchronized with a base station. A signal having repetitive characteristic in a time domain is used in the random access channel, so that a receiver easily searches a start position of a transmission signal. In general, the repetitive characteristic is realized by repetitive transmission of a preamble." (*Id.* at 1:33-40.)

38. Further, "[a] representative example of a sequence for realizing the preamble includes a CAZAC (Constant Amplitude Zero Auto Correlation) sequence. . . . [which] has excellent transmission characteristics. However, the CAZAC sequence has limitation[s] in that maximum N-1 number of sequences can be used for a sequence having a length of N." (*Id.* at 1:41-50.)

39. The '650, '624, and '838 Patents describe five prior art methods and the associated technical problems for "transmitting data from a random access channel by using the CAZAC sequence." (*Id.* at 1:53-55; *see also* 1:55-2:41.) "[T]he first method is to directly interpret CAZAC

sequence ID to message information.” (*Id.* at 1:55-56.) Problems occur, however, because “there is difficulty in realizing a sufficient number of CAZAC sequence sets, and the costs required for search of a receiver increases.” (*Id.* at 1:63-65.)

40. The second and third prior art methods involve either simultaneously transmitting a CAZAC sequence with a Walsh sequence or mixing a CAZAC sequence with a Walsh sequence. (*Id.* at 1:65 – 2:1, 2:12-14.) The second method is still limited in the number of sequences, however, because “bits of message[s] that can additionally be obtained are only $\log_2 N$ bits when the Walsh sequence has a length of N .” (*Id.* at 1:6-10.) Further, the third method encounters problems where “the Walsh sequence acts as noise in detection of the CAZAC sequence [and] cause[s] difficulty in detecting sequence ID.” (*Id.* at 2:19-21.)

41. The fourth prior art method involves modifying the code sequence “by either multiplying an exponential term by a CAZAC sequence or directly apply[ing] data modulation” (*Id.* at 2:25-28.), and the fifth method involves “attaching a message part to the CAZAC sequence.” (*Id.* at 2:35-37.) These methods “have a problem in that they are susceptible to change of channel condition.” (*Id.* at 31-33.)

42. The ‘650, ‘624, and ‘838 Patents claim technical solutions for solving limitations with CAZAC sequences existing in the prior art. “[T]he present invention has been suggested to substantially obviate one or more problems due to limitations and disadvantages of the related art, and an object of the present invention is to provide a method of transmitting and receiving message[s] between a user equipment and a base station by using a long sequence to maximize time/frequency diversity and alleviat[e] performance attenuation due to channel.” (*Id.* at 2:48-55.)

43. “Another object of the present invention is to provide a method of transmitting data through a code sequence in a mobile communication system, in which the quantity data can

be increased and the transmitted data becomes more robust to noise or channel change.” (*Id.* at 2:56-60.)

44. United States Patent No. 9,532,336 (“the ’336 patent”), entitled “Data transmission method and user equipment for the same,” was issued on December 27, 2016. Evolved Wireless is the owner and assignee of the ’336 Patent.

45. United States Patent No. 9,775,177 (“the ’177 patent”), entitled “Data transmission method and user equipment for the same,” was issued on September 26, 2017. Evolved Wireless is the owner and assignee of the ’177 Patent.

46. The ’336 and ’177 Patents avoid problems arising from transmission errors when data stored in a mobile device’s Msg3 buffer is transmitted regardless of the reception mode of the Uplink Grant signal. The ’336 and ’177 Patents describe that problems occur “if the data stored in the Msg3 buffer is transmitted in correspondence with the reception of *all* UL Grant signals.” (Ex. H, 4:40-41 (emphasis added).)

47. The ’336 and ’177 Patents claim technical solutions to this particular problem arising in mobile device uplink grants. “An object of the present invention is to provide a data transmission method and a user equipment for the same, which is capable of solving a problem which may occur when data stored in a message 3 (Msg3) buffer is transmitted according to a reception mode of an Uplink (UL) Grant signal.” (*Id.* at 4:51-56).

BLU

48. BLU sells smartphones, including without limitation: Vivo, Pure View, and S1 series devices.

49. BLU sells, manufactures, imports, and uses certain devices that practice the LTE standards established by ETSI and 3GPP, such as the Vivo, Pure View, and S1 series devices.

Indeed, BLU markets to the public that certain devices, including but not limited to those identified herein, are compliant with the LTE standard.

50. Upon information and belief, BLU has not participated in the 3GPP Working Groups that developed the LTE standard, but has taken advantage of that standard through sale of LTE-compliant devices.

LICENSING EFFORTS

51. On May 15, 2018, Evolved Wireless sent Samuel Ohev-Zion, CEO of BLU, a letter offering to engage in licensing discussions on FRAND terms for Evolved Wireless's LTE Patent Portfolio. The letter included a patent list along with exemplary mappings of Evolved Wireless patents to the LTE standard.

52. On May 30, 2018, the law firm of Egozi & Bennett sent a reply letter on behalf of BLU requesting additional information.

53. By email dated June 6, 2018, Evolved Wireless provided the requested information and offered to set a call. Egozi & Bennett did not respond to that email, or three follow-up emails sent in June and July 2018. On August 7, 2018, Evolved Wireless left a voicemail with Egozi & Bennett but again received no response.

54. On August 21, 2018, Evolved Wireless sent a second letter enclosing the unanswered emails and requested a response no later than September 14, 2018. BLU did not respond by that date and has not responded as of the date of this complaint.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. RE46,679

55. Evolved Wireless restates and realleges each of the allegations set forth above and incorporates them herein.

56. BLU has infringed, induced infringement, and/or contributed to infringement of the '679 Patent by making, using, selling, offering for sale, or importing into the United States, or by intending that others make, use, import into, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the '679 Patent, including but not limited to cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, including at least TS 36.211, .300, .321, and .331.

57. On information and belief, BLU has actively induced and is actively inducing third parties, such as BLU's customers, to directly infringe the '679 Patent in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(b). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '679 Patent. Moreover, BLU specifically intends for and encourages its customers to use their products in violation of the '679 Patent. For example, by marketing and selling its cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, BLU has encouraged and is encouraging its customers to use the products to directly infringe the '679 Patent.

58. Further, on information and belief, BLU has also contributed to and is contributing to direct infringement of the '679 Patent by third parties, such as BLU's customers, in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(c). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly

infringed and are directly infringing the '679 Patent. Moreover, because the '679 Patent is essential to the LTE standards, BLU's cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards are material in practicing the '679 Patent, are especially made to infringe the '679 Patent, and have no substantial non-infringing uses.

59. BLU's LTE devices that infringe the '679 Patent include, but are not limited to, the devices identified in paragraph 48.

60. At least as early as the service of this Complaint, BLU has knowingly induced others to directly infringe the '679 Patent.

61. At least as early as the service of this Complaint, BLU has willfully infringed the '679 Patent.

62. BLU does not have a license or permission to use the claimed subject matter in the '679 Patent.

63. BLU will continue to infringe the '679 Patent without a license unless otherwise ordered by this Court. As a result of BLU's infringement of the '679 Patent, Evolved Wireless has suffered damages and is entitled to monetary relief to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by BLU, together with interest and costs as fixed by the Court.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. RE46,714

64. Evolved Wireless restates and realleges each of the allegations set forth above and incorporates them herein.

65. BLU has infringed, induced infringement, and/or contributed to infringement of the '714 Patent by making, using, selling, offering for sale, or importing into the United States, or

by intending that others make, use, import into, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the '714 Patent, including but not limited to cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, including at least TS 36.211, .300, .321, and .331.

66. On information and belief, BLU has actively induced and is actively inducing third parties, such as BLU's customers, to directly infringe the '714 Patent in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(b). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '714 Patent. Moreover, BLU specifically intends for and encourages its customers to use their products in violation of the '714 Patent. For example, by marketing and selling its cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, BLU has encouraged and is encouraging its customers to use the products to directly infringe the '714 Patent.

67. Further, on information and belief, BLU has also contributed to and is contributing to direct infringement of the '714 Patent by third parties, such as BLU's customers, in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(c). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '714 Patent. Moreover, because the '714 Patent is essential to the LTE standards, BLU's cellular telephones and/or other devices with LTE

capabilities and that comply with the LTE standards are material in practicing the '714 Patent, are especially made to infringe the '714 Patent, and have no substantial non-infringing uses.

68. BLU's LTE devices that infringe the '714 Patent include, but are not limited to, the devices identified in paragraph 48.

69. At least as early as the service of this Complaint, BLU has knowingly induced others to directly infringe the '714 Patent.

70. At least as early as the service of this Complaint, BLU has willfully infringed the '714 Patent.

71. BLU does not have a license or permission to use the claimed subject matter in the '714 Patent.

72. BLU will continue to infringe the '714 Patent without a license unless otherwise ordered by this Court. As a result of BLU's infringement of the '714 Patent, Evolved Wireless has suffered damages and is entitled to monetary relief to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by BLU, together with interest and costs as fixed by the Court.

COUNT III

INFRINGEMENT OF U.S. PATENT NO. RE46,602

73. Evolved Wireless restates and realleges each of the allegations set forth above and incorporates them herein.

74. BLU has infringed, induced infringement, and/or contributed to infringement of the '602 Patent by making, using, selling, offering for sale, or importing into the United States, or by intending that others make, use, import into, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the '602 Patent, including but not limited to

cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, including at least TS 36.211, .300, .321, and .331.

75. On information and belief, BLU has actively induced and is actively inducing third parties, such as BLU's customers, to directly infringe the '602 Patent in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(b). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '602 Patent. Moreover, BLU specifically intends for and encourages its customers to use their products in violation of the '602 Patent. For example, by marketing and selling its cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, BLU has encouraged and is encouraging its customers to use the products to directly infringe the '602 Patent.

76. Further, on information and belief, BLU has also contributed to and is contributing to direct infringement of the '602 Patent by third parties, such as BLU's customers, in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(c). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '602 Patent. Moreover, because the '602 Patent is essential to the LTE standards, BLU's cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards are material in practicing the '602 Patent, are especially made to infringe the '602 Patent, and have no substantial non-infringing uses.

77. BLU's LTE devices that infringe the '602 Patent include, but are not limited to, the devices identified in paragraph 48.

78. At least as early as the service of this Complaint, BLU has knowingly induced others to directly infringe the '602 Patent.

79. At least as early as the service of this Complaint, BLU has willfully infringed the '602 Patent.

80. BLU does not have a license or permission to use the claimed subject matter in the '602 Patent.

81. BLU will continue to infringe the '602 Patent without a license unless otherwise ordered by this Court. As a result of BLU's infringement of the '602 Patent, Evolved Wireless has suffered damages and is entitled to monetary relief to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by BLU, together with interest and costs as fixed by the Court.

COUNT IV

INFRINGEMENT OF U.S. PATENT NO. 9,560,650

82. Evolved Wireless restates and realleges each of the allegations set forth above and incorporates them herein.

83. BLU has infringed, induced infringement, and/or contributed to infringement of the '650 Patent by making, using, selling, offering for sale, or importing into the United States, or by intending that others make, use, import into, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the '650 Patent, including but not limited to cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, including at least TS 36.211, .300, .321, and .331.

84. On information and belief, BLU has actively induced and is actively inducing third parties, such as BLU's customers, to directly infringe the '650 Patent in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(b). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '650 Patent. Moreover, BLU specifically intends for and encourages its customers to use their products in violation of the '650 Patent. For example, by marketing and selling its cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, BLU has encouraged and is encouraging its customers to use the products to directly infringe the '650 Patent.

85. Further, on information and belief, BLU has also contributed to and is contributing to direct infringement of the '650 Patent by third parties, such as BLU's customers, in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(c). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '650 Patent. Moreover, because the '650 Patent is essential to the LTE standards, BLU's cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards are material in practicing the '650 Patent, are especially made to infringe the '650 Patent, and have no substantial non-infringing uses.

86. BLU's LTE devices that infringe the '650 Patent include, but are not limited to, the devices identified in paragraph 48.

87. At least as early as the service of this Complaint, BLU has knowingly induced others to directly infringe the '650 Patent.

88. At least as early as the service of this Complaint, BLU has willfully infringed the '650 Patent.

89. BLU does not have a license or permission to use the claimed subject matter in the '650 Patent.

90. BLU will continue to infringe the '650 Patent without a license unless otherwise ordered by this Court. As a result of BLU's infringement of the '650 Patent, Evolved Wireless has suffered damages and is entitled to monetary relief to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by BLU, together with interest and costs as fixed by the Court.

COUNT V

INFRINGEMENT OF U.S. PATENT NO. 9,705,624

91. Evolved Wireless restates and realleges each of the allegations set forth above and incorporates them herein.

92. BLU has infringed, induced infringement, and/or contributed to infringement of the '624 Patent by making, using, selling, offering for sale, or importing into the United States, or by intending that others make, use, import into, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the '624 Patent, including but not limited to cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, including at least TS 36.211, .300, .321, and .331.

93. On information and belief, BLU has actively induced and is actively inducing third parties, such as BLU's customers, to directly infringe the '624 Patent in this district and

elsewhere in the United States in violation of 35 U.S.C. § 271(b). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '624 Patent. Moreover, BLU specifically intends for and encourages its customers to use their products in violation of the '624 Patent. For example, by marketing and selling its cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, BLU has encouraged and is encouraging its customers to use the products to directly infringe the '624 Patent.

94. Further, on information and belief, BLU has also contributed to and is contributing to direct infringement of the '624 Patent by third parties, such as BLU's customers, in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(c). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '624 Patent. Moreover, because the '624 Patent is essential to the LTE standards, BLU's cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards are material in practicing the '624 Patent, are especially made to infringe the '624 Patent, and have no substantial non-infringing uses.

95. BLU's LTE devices that infringe the '624 Patent include, but are not limited to, the devices identified in paragraph 48.

96. At least as early as the service of this Complaint, BLU has knowingly induced others to directly infringe the '624 Patent.

97. At least as early as the service of this Complaint, BLU has willfully infringed the '624 Patent.

98. BLU does not have a license or permission to use the claimed subject matter in the '624 Patent.

99. BLU will continue to infringe the '624 Patent without a license unless otherwise ordered by this Court. As a result of BLU's infringement of the '624 Patent, Evolved Wireless has suffered damages and is entitled to monetary relief to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by BLU, together with interest and costs as fixed by the Court.

COUNT VI

INFRINGEMENT OF U.S. PATENT NO. 9,806,838

100. Evolved Wireless restates and realleges each of the allegations set forth above and incorporates them herein.

101. BLU has infringed, induced infringement, and/or contributed to infringement of the '838 Patent by making, using, selling, offering for sale, or importing into the United States, or by intending that others make, use, import into, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the '838 Patent, including but not limited to cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, including at least TS 36.211, .300, .321, and .331.

102. On information and belief, BLU has actively induced and is actively inducing third parties, such as BLU's customers, to directly infringe the '838 Patent in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(b). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or

other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '838 Patent. Moreover, BLU specifically intends for and encourages its customers to use their products in violation of the '838 Patent. For example, by marketing and selling its cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, BLU has encouraged and is encouraging its customers to use the products to directly infringe the '838 Patent.

103. Further, on information and belief, BLU has also contributed to and is contributing to direct infringement of the '838 Patent by third parties, such as BLU's customers, in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(c). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '838 Patent. Moreover, because the '838 Patent is essential to the LTE standards, BLU's cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards are material in practicing the '838 Patent, are especially made to infringe the '838 Patent, and have no substantial non-infringing uses.

104. BLU's LTE devices that infringe the '838 Patent include, but are not limited to, the devices identified in paragraph 48.

105. At least as early as the service of this Complaint, BLU has knowingly induced others to directly infringe the '838 Patent.

106. At least as early as the service of this Complaint, BLU has willfully infringed the '838 Patent.

107. BLU does not have a license or permission to use the claimed subject matter in the '838 Patent.

108. BLU will continue to infringe the '838 Patent without a license unless otherwise ordered by this Court. As a result of BLU's infringement of the '838 Patent, Evolved Wireless has suffered damages and is entitled to monetary relief to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by BLU, together with interest and costs as fixed by the Court.

COUNT VII

INFRINGEMENT OF U.S. PATENT NO. 9,532,336

109. Evolved Wireless restates and realleges each of the allegations set forth above and incorporates them herein.

110. BLU has infringed, induced infringement, and/or contributed to infringement of the '336 Patent by making, using, selling, offering for sale, or importing into the United States, or by intending that others make, use, import into, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the '336 Patent, including but not limited to cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, including at least TS 36.211, .300, .321, and .331.

111. On information and belief, BLU has actively induced and is actively inducing third parties, such as BLU's customers, to directly infringe the '336 Patent in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(b). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such

as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '336 Patent. Moreover, BLU specifically intends for and encourages its customers to use their products in violation of the '336 Patent. For example, by marketing and selling its cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, BLU has encouraged and is encouraging its customers to use the products to directly infringe the '336 Patent.

112. Further, on information and belief, BLU has also contributed to and is contributing to direct infringement of the '336 Patent by third parties, such as BLU's customers, in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(c). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '336 Patent. Moreover, because the '336 Patent is essential to the LTE standards, BLU's cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards are material in practicing the '336 Patent, are especially made to infringe the '336 Patent, and have no substantial non-infringing uses.

113. BLU's LTE devices that infringe the '336 Patent include, but are not limited to, the devices identified in paragraph 48.

114. At least as early as the service of this Complaint, BLU has knowingly induced others to directly infringe the '336 Patent.

115. At least as early as the service of this Complaint, BLU has willfully infringed the '336 Patent.

116. BLU does not have a license or permission to use the claimed subject matter in the '336 Patent.

117. BLU will continue to infringe the '336 Patent without a license unless otherwise ordered by this Court. As a result of BLU's infringement of the '336 Patent, Evolved Wireless has suffered damages and is entitled to monetary relief to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by BLU, together with interest and costs as fixed by the Court.

COUNT VIII

INFRINGEMENT OF U.S. PATENT NO. 9,775,177

118. Evolved Wireless restates and realleges each of the allegations set forth above and incorporates them herein.

119. BLU has infringed, induced infringement, and/or contributed to infringement of the '177 Patent by making, using, selling, offering for sale, or importing into the United States, or by intending that others make, use, import into, offer for sale, or sell in the United States, products and/or methods covered by one or more claims of the '177 Patent, including but not limited to cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, including at least TS 36.211, .300, .321, and .331.

120. On information and belief, BLU has actively induced and is actively inducing third parties, such as BLU's customers, to directly infringe the '177 Patent in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(b). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such

as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '177 Patent. Moreover, BLU specifically intends for and encourages its customers to use their products in violation of the '177 Patent. For example, by marketing and selling its cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards, BLU has encouraged and is encouraging its customers to use the products to directly infringe the '177 Patent.

121. Further, on information and belief, BLU has also contributed to and is contributing to direct infringement of the '177 Patent by third parties, such as BLU's customers, in this district and elsewhere in the United States in violation of 35 U.S.C. § 271(c). On information and belief, BLU and/or its distributors or representatives have sold or otherwise provided cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards to third parties, such as BLU's customers. BLU's customers, on information and belief, have directly infringed and are directly infringing the '177 Patent. Moreover, because the '177 Patent is essential to the LTE standards, BLU's cellular telephones and/or other devices with LTE capabilities and that comply with the LTE standards are material in practicing the '177 Patent, are especially made to infringe the '177 Patent, and have no substantial non-infringing uses.

122. BLU's LTE devices that infringe the '177 Patent include, but are not limited to, the devices identified in paragraph 48.

123. At least as early as the service of this Complaint, BLU has knowingly induced others to directly infringe the '177 Patent.

124. At least as early as the service of this Complaint, BLU has willfully infringed the '177 Patent.

125. BLU does not have a license or permission to use the claimed subject matter in the '177 Patent.

126. BLU will continue to infringe the '177 Patent without a license unless otherwise ordered by this Court. As a result of BLU's infringement of the '177 Patent, Evolved Wireless has suffered damages and is entitled to monetary relief to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by BLU, together with interest and costs as fixed by the Court.

DEMAND FOR TRIAL BY JURY

Evolved Wireless demands a jury trial on all issues so triable, pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Evolved Wireless prays for the following relief:

1. A declaration that BLU has infringed and is infringing at least one claim in Evolved Wireless's LTE Patent Portfolio;
2. An order further entering a permanent injunction under 35 U.S.C. § 283 enjoining BLU and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert or participation with it, from infringement of all claims in Evolved Wireless's LTE Patent Portfolio for which it is determined that BLU has and/or does infringe;
3. If a permanent injunction is not granted, a judicial determination of the conditions for future infringement such as an ongoing royalty;
4. An award of damages, including costs, expenses, pre-judgment and post-judgment interest, in an amount adequate to compensate Evolved Wireless for BLU's infringement of all

claims in Evolved Wireless's LTE Patent Portfolio for which it is determined that BLU has and/or does infringe;

5. An equitable accounting of damages owed by BLU for the period of infringement of Evolved Wireless's LTE Patent Portfolio, following the period of damages established by Evolved Wireless at trial;

6. An award of enhanced damages, including that the damages be trebled pursuant to 35 U.S.C. § 284, for BLU's willful infringement of all claims in Evolved Wireless's LTE Patent Portfolio for which it is determined that BLU has and/or does infringe;

7. A finding that this case is exceptional and an award of attorneys' fees pursuant to 35 U.S.C. § 285;

8. An award of costs, expenses, and disbursements; and

9. Such other and further relief that Evolved Wireless may be entitled to in law and equity.

Dated: December 6, 2018

Respectfully submitted,

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