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7 UNITED STATES DISTRICT COURT
8 NORTHERN DISTRICT OF CALIFORNIA
9 SAN JOSE DIVISION

10 UNILOC USA, INC.,) Case No.: 5:18-cv-06738-LHK
11 UNILOC LUXEMBOURG, S.A., and)
UNILOC 2017 LLC,) **SECOND AMENDED COMPLAINT FOR**
12) **PATENT INFRINGEMENT**
Plaintiffs,)
13 v.)
14 LG ELECTRONICS U.S.A., INC.,)
15 LG ELECTRONICS MOBILECOMM)
U.S.A., INC. and LG ELECTRONICS, INC.,)
16 Defendants.)

17
18 As the Court has given the parties until March 15, 2019 to amend pleadings, Dkt. No. 70,
19 Plaintiffs, Uniloc USA, Inc., Uniloc Luxembourg, S.A., and now Uniloc 2017 LLC (together,
20 “Uniloc”), for their Second Amended Complaint against defendants, LG Electronics U.S.A., Inc.,
21 LG Electronics Mobilecomm U.S.A., Inc., and LG Electronics, Inc., (together, “LG”), allege:

22 **THE PARTIES**

- 23 1. Uniloc USA is a Texas corporation.
24 2. Uniloc Luxembourg is a Luxembourg public limited liability company.
25 3. Uniloc 2017 LLC is a Delaware limited liability company.
26 4. LG Electronics U.S.A., Inc., is a Delaware corporation having a place of business in
27 Fort Worth, Texas.
28

1 LG Tribute HD, LG Rebel 2, LG Fiesta, LG K20 plus, LG Grace, LG K3, LG Stylo, LG phoenix
 2 3, LG Risio 2, LG K8, LG Stylo 2 V, LG K20, LG K20 V, LG Exalt, LG Aristo, LG G5, LG Stylo
 3 2, LG Fortune, LG X power, LG K10, LG G Vista, LG Escape 3, LG Stylo 2 Plus, LG Classic, LG
 4 Rebel, LG Treasure, LG X style, LG Premier, LG K7, LG G4, LG K4, LG Optimus Zone 3, LG
 5 K8 V, LG Phoenix 2, LG Tribute 5, LG V10, Tribute 5, Nexus 5X, LG Spree, LG G Vista 2, LG
 6 Leon, LG Escape 2, LG Sunrise L15G, LG Lucky, G Flex 2, LG Destiny, LG Sunset, LG Power,
 7 LG Access, G Flex, LG Volt 2, LG G Stylo, LG Lancet, LG Tribute 2, LG Logos, LG Transpyre,
 8 LG Optimus F60, LG G3, LG Ultimate 2, LG Tribute, LG G3 Vigor, LG Realm, LG Optimus L70,
 9 LG F90, LG Volt, LG Optimus Fuel, LG Lucid 3, LG Optimus L90, LG Optimus Zone 2, LG
 10 Optimus F3Q, LG F7, LG Nexus 5, LG G2, LG Optimus F6, LG Enact, LG Optimus Quest, LG
 11 Optimus F3, LG Optimus F7, LG Optimus F5, Optimus G Pro, Lucid 2, LG Nexus 4, LG Optimus
 12 REGARD, LG Mach, LG Optimus G, LG Escape, LG Spectrum 2, LG Intuition, LG Motion 4G,
 13 LG laptops such as, , LG-13Z980-A.AAS5U1, 13Z980-A.AAS7U1, 13Z980-U.AAW5U1,
 14 14Z980-A.AAS7U1, 14Z980-U.AAW5U1, 15Z980-U.AAS5U1, 15Z980-A.AAS7U1, 15Z980-
 15 A.AAS8U1, 15Z980-R.AAS9U1, 13Z970-A.AAS5U1, 13Z970-U.AAW5U1, 14Z970-
 16 A.AAS5U1, 14Z970-A.AAS7U1, 15Z970-A.AAS7U1, 15Z970-U.AAS5U1, 15Z975-A.AAS7U1,
 17 13Z975-A.AAS7U1, 15Z975-A.AAS5U1, LG wireless speakers such as, 4.1 ch Sound Bar
 18 Surround System with Wireless Surround Sound Speakers, 2.1 ch High Resolution Audio Sound
 19 Bar, 7.1ch 700W Wi-Fi Streaming Array Sound Bar with Wireless Subwoofer, NP8540 Music
 20 Flow H5 Wireless Speaker, NP8340 Music Flow H3 Wireless Speaker, NP7550 20W 2.0ch P7
 21 Music Flow Portable Speaker, LAS851M 4.1ch 320W Music Flow Wi-Fi Streaming Sound Bar
 22 with Wireless Subwoofer, LAS751M 4.1ch 360W Music Flow Wi-Fi Streaming Sound Bar with
 23 Wireless Subwoofer, NP8740 Music Flow H7 Wi-Fi Streaming Speaker, NP5550B Music Flow P5
 24 Portable Bluetooth Speaker, LAS855M 4.1ch 360W Music Flow Wireless Curved Sound Bar with
 25 Wireless Subwoofer, NP8350B Music Flow H4 Wi-Fi Streaming Portable Speaker, SoloG
 26 Portable Bluetooth Speaker, ZeroG Levitating Portable Bluetooth Speaker with Subwoofer,
 27 LOUDR Portable Hi-Fi Speaker System with Bluetooth Connectivity, NP7550 20W 2.0ch P7
 28 Music Flow Portable Speaker, PBS-C510 LG Sound360 Bluetooth® Speaker, NP5550B Music

1 Flow P5 Portable Bluetooth Speaker, NP8350B Music Flow H4 Wi-Fi Streaming Portable
2 Speaker, SJ4R 4.1 ch Sound Bar Surround System with Wireless Surround Sound Speakers,
3 LAS475B 2.1ch 300W Sound Bar with Wireless Subwoofer and Bluetooth® Connectivity, SJ9
4 5.1.2 ch High Resolution Audio Sound Bar with Dolby Atmos, SJC8 4.1 ch High Resolution
5 Audio Sound Bar, SJ8 4.1 ch High Resolution Audio Sound Bar, SJ7 Sound Bar Flex with
6 Wireless Subwoofer, SJ6B 2.1 ch High Resolution Audio Sound Bar, SJ5Y-S 2.1 ch High
7 Resolution Audio Sound Bar, SJ4Y-S 2.1 ch High Resolution Audio Sound Bar, SH7B 360W
8 4.1ch Music Flow Wi-Fi Streaming Sound Bar with Wireless Subwoofer, SH2 100W 2.1ch Sound
9 Bar with Bluetooth® Connectivity, LASC47 2.1 ch High Resolution Audio Sound Bar, LASC27
10 100W 2.0 ch Sound Bar with Bluetooth® Connectivity, LAS260B 100W 2.0 ch Sound Bar with
11 Bluetooth® Connectivity, SJ2 160W 2.1ch Sound Bar with Bluetooth® Connectivity, SJ4Y 2.1 ch
12 High Resolution Audio Sound Bar, SH5B 320W 2.1ch Sound Bar with Wireless Subwoofer and
13 Bluetooth® Connectivity, SH4 2.1ch 300W Sound Bar with Wireless Subwoofer and Bluetooth®
14 Connectivity, SH6 4.0ch Music Flow Wi-Fi Streaming Sound Bar with Dual Bass Ports, SH3K
15 2.1ch 300W Soundbar with Wireless Subwoofer, LAS950M 7.1ch 700W Wi-Fi Streaming Array
16 Sound Bar with Wireless Subwoofer, HF85JA Ultra Short Throw Laser Smart Home Theater
17 Projector, PH30JG HD LED Portable MiniBeam Projector w/ up to 4 hour battery life, HF80JA
18 Laser Smart Home Theater Projector, PF1000UW Ultra Short Throw LED Home Theater
19 Projector with webOS Smart TV and Magic Remote, PF1500W LED Home Theater Projector with
20 webOS Smart TV and Magic Remote, PH450UG Ultra Short Throw LED Projector with
21 Embedded Battery, PW1500 1500 Lumen Minibeam LED Projector With Screen Share and
22 Bluetooth Sound Out, PH550 Minibeam LED Projector with Built-In Battery, Bluetooth Sound
23 Out and Screen Share, PH150G LED Projector with Embedded Battery and Screen Share, PV150G
24 Minibeam LED Projector with Embedded Battery, PF1000UA Ultra Short Throw LED Home
25 Theater Projector with Digital TV Tuner, PH450U Ultra Short Throw LED Projector with
26 Embedded Battery and Digital TV Tuner, and PH150B Portable HD LED Projector (collectively,
27 “Accused Infringing Devices”).
28

1 12. The Accused Infringing Devices are electronic devices that implement
2 communications systems where a first device broadcasts messages including data to a second
3 device to poll the second device that may respond to the first device when the second device has
4 data to transmit.

5 13. LG has infringed, and continues to infringe, claims of the '049 Patent by making,
6 using, offering for sale, selling, and importing the Accused Infringing Devices. For example, as
7 set forth in Exhibit 1 to this Second Amended Complaint, the Accused Infringing Devices
8 incorporate each limitation of claim 2.

9 14. LG knowingly and intentionally incorporates into the Accused Infringing Devices
10 components and software that enable the devices to operate automatically as described above to
11 infringe the '049 Patent and knows and intends that its customers use the Accused Infringing
12 Devices in a manner that infringes.

13 15. In its marketing, promotional, and instructional materials, such as, for example, the
14 attached Exhibit 2, LG intentionally instructs its customers to use the Accused Infringing Devices
15 in a manner that causes the devices to send and receive data packets in accordance with Bluetooth
16 functionality.

17 16. LG has infringed, and continues to infringe, the '049 Patent by actively inducing
18 others to use, offer for sale, and sell the Accused Infringing Devices. LG's customers who use
19 those devices in accordance with LG's instructions infringe the '049 Patent.

20 17. LG has also infringed, and continues to infringe, the '049 patent by offering to sell,
21 selling, and importing the Accused Infringing Devices, which devices are used in practicing the
22 methods, or using the systems, of the '049 patent, and constitute a material part of the inventions.
23 LG knows portions of software used in the Accused Infringing Devices are especially written or
24 especially adapted for use as described above in what LG now knows to be infringement of the
25 '049 patent; are not staple articles or commodities of commerce; and are not suitable for
26 substantial noninfringing use.

27 18. LG will have been on notice of the '049 Patent and of Uniloc's theory of
28 infringement since, at the latest, the service of the original Complaint upon it and of the First

1 Amended Complaint, Dkt. No. 30, and service of Uniloc's Infringement Contentions. By the time
2 of trial, LG will have known and intended (since receiving such notice) that its continued actions
3 would actively induce and contribute to the infringement of the '049 Patent by others, including its
4 customers. Despite that, and as further evidence of its intent, LG has refused to discontinue its
5 infringing acts and has also induced infringement by failing to remove or distinguish infringing
6 features of the Accused Infringing Devices or otherwise place a non-infringing limit on their use.

7 19. LG may have infringed the '049 Patent through other software and devices utilizing
8 the same or reasonably similar functionality, including other versions of the Accused Infringing
9 Devices.

10 20. Uniloc has been damaged by LG's infringement of the '049 Patent.

11 **PRAYER FOR RELIEF**

12 Uniloc requests that the Court enter judgment against LG:

13 (A) declaring that LG has infringed the '049 Patent;

14 (B) awarding Uniloc its damages suffered as a result of LG's infringement of the '049
15 Patent;

16 (C) awarding Uniloc its costs, attorneys' fees, expenses, and interest, and

17 (D) granting Uniloc such further relief as the Court finds appropriate.

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19 Date: January 23, 2019

/s/ James J. Foster

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27 **and Uniloc 2017 LLC**