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10 *Plaintiff LG Electronics Inc.*

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 WESTERN DIVISION

14 LG Electronics Inc.,
15 Plaintiff,
16 vs.

Case No. 2:19-cv-9474

**COMPLAINT FOR PATENT
INFRINGEMENT AND DEMAND
FOR JURY TRIAL**

17 Hisense Electronics Manufacturing
Company of America Corporation;
HISENSE USA CORPORATION;
18 HISENSE INTERNATIONAL (HONG
KONG) AMERICA INVESTMENT CO.,
19 LIMITED (f/k/a HISENSE
INTERNATIONAL AMERICA
20 HOLDINGS CO., LIMITED); HISENSE
INTERNATIONAL (HK) CO., LIMITED;
21 Hisense International Co. Ltd.; Qingdao
Hisense Electronics Co. Ltd. (f/k/a Hisense
22 Electric Co., Ltd.); and Hisense Co., Ltd.,

23 Defendants.
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1 Plaintiff LG Electronics Inc. (“LGE” or “Plaintiff”), by and through its
2 undersigned attorneys, for its Complaint against Defendants Hisense Electronics
3 Manufacturing Company of America Corporation; HISENSE USA CORPORATION;
4 HISENSE INTERNATIONAL (HONG KONG) AMERICA INVESTMENT CO.,
5 LIMITED (f/k/a HISENSE INTERNATIONAL AMERICA HOLDINGS CO.,
6 LIMITED); HISENSE INTERNATIONAL (HK) CO., LIMITED; Hisense
7 International Co. Ltd.; Qingdao Hisense Electronics Co. Ltd. (f/k/a Hisense Electric
8 Co., Ltd.); and Hisense Co., Ltd. (collectively “Hisense” or “Defendants”) alleges as
9 follows:

10 **THE PARTIES**

11 1. Plaintiff LG Electronics Inc. (“LGE”) is a corporation organized under
12 the laws of the Republic of Korea, having its principal place of business at LG Twin
13 Towers, 128 Yeoui-daero, Yeongdeungpo-gu, Seoul, Republic of Korea, 07736. LGE
14 is a global leader in consumer electronics, mobile communications, and home
15 appliances, employing approximately 75,000 people in 118 locations worldwide.

16 2. Hisense Electronics Manufacturing Company of America Corporation
17 (“Hisense Mfg.”) is a corporation registered to do business in California, with a
18 business office at 11081 Tacoma Drive, Unit B, Rancho Cucamonga, CA 91730
19 which is within this judicial district.

20 3. Hisense Mfg. has been involved in the importation of accused products
21 and components thereof to be manufactured abroad, including in Mexico. Hisense
22 Mfg. regularly imports and then sends to Mexico containers with televisions and
23 components of televisions to be assembled in Mexico. For example, for arrival on
24 December 5, 2018, Hisense Mfg. was the recipient of a container including Hisense
25 televisions with display, through the Port of Long Beach in this District to be
26 unloaded in Otay Mesa, California. By way of another example, for arrival on
27 February 25, 2019, Hisense Mfg. was the recipient of a container including parts for
28 Hisense Television model numbers 40H4050E, 40H4080E, and 32H4E1 through the

1 Port of Los Angeles to be unloaded at that port and in this judicial district. Hisense
2 Electronica Mexico S.A. De C.V, an entity that manufactures electronics for Hisense
3 with an address in Mexico, was notified upon arrival of the shipment, and these
4 components were shipped to Mexico for assembly. As a third example, for arrival on
5 April 28, 2018, Hisense Mfg. was the recipient of a container including parts for
6 Hisense Television model numbers 55H6E and 65H9EPlus through the port of Long
7 Beach in this District to be unloaded in Otay Mesa, California. Hisense Electronica
8 Mexico S.A. De C.V in Mexico was notified upon arrival of the shipment, and these
9 components were shipped to Mexico for assembly.

10 4. HISENSE USA CORPORATION (“Hisense USA”) is a corporation
11 organized and existing under the laws of the State of Georgia.

12 5. Hisense USA makes, uses, sells, offers for sale, and/or imports
13 televisions accused of infringement in this Complaint.

14 6. Televisions accused of infringement in this Complaint have been and are
15 shipped to Hisense USA’s warehouse in or near Lynwood, California — which is
16 within this judicial district and is in Los Angeles County and approximately 10 miles
17 south of downtown Los Angeles, California — for distribution to retailers in the
18 United States.

19 7. Hisense USA has been involved in the importation of accused products.
20 For example, for arrival on January 19, 2019, HISENSE INTERNATIONAL (HONG
21 KONG) AMERICA INVESTMENT CO., LIMITED shipped a container including
22 Hisense Televisions model number 55R6E to Hisense USA for importation into the
23 United States through the Port of Los Angeles to be unloaded at that port and in this
24 judicial district. As another example, for arrival on December 21, 2018, Hisense USA
25 was the recipient of a container including Hisense Televisions model numbers 55H8E,
26 50R7050E, and 43R8E through the Port of Los Angeles to be unloaded at that port
27 and in this judicial district.
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1 8. HISENSE INTERNATIONAL (HONG KONG) AMERICA
2 INVESTMENT CO., LIMITED (“Hisense Int’l HK Am. Inv.”) is a corporation
3 organized and existing under the laws of Hong Kong, China, with a principal place of
4 business at Rooms 3101-3105 Singga Commercial Centre, No. 148 Connaught Road
5 West, Hong Kong, China. Hisense Int’l HK Am. Inv. formerly did business under the
6 name HISENSE INTERNATIONAL AMERICA HOLDINGS CO., LIMITED.

7 9. Hisense Int’l HK Am. Inv. sells, offers for sale, and/or imports
8 televisions accused of infringement in this Complaint as well as television parts for
9 assembly into accused televisions abroad, including in Mexico. For example, for
10 arrival on January 7, 2019, Hisense Int’l HK Am. Inv. shipped containers including
11 Hisense Televisions model number 50R6040E to Hisense USA, through the Port of
12 Los Angeles to be unloaded at that port and in this judicial district. As another
13 example, for arrival on January 31, 2018, Hisense Int’l HK Am. Inv. shipped
14 containers including parts for Hisense Television model number 55H9D to Hisense
15 Mfg., through the Port of Los Angeles in this District to be unloaded in Laredo, Texas.

16 10. HISENSE INTERNATIONAL (HK) CO., LIMITED (“Hisense Int’l
17 HK”) is a corporation organized and existing under the laws of Hong Kong, China,
18 with a principal place of business at Rooms 3101-3105 Singga Commercial Centre,
19 No. 148 Connaught Road West, Hong Kong, China.

20 11. Hisense Int’l HK sells, offers for sale, and/or imports televisions accused
21 of infringement in this Complaint. For example, for arrival on October 10, 2019,
22 Hisense Int’l HK shipped containers including 55” UHD (4K) 60HZ LED TV Roku
23 televisions to Best Buy Co., Inc., through the Port of Los Angeles to be unloaded at
24 that port and in this judicial district. Best Buy has sold and currently sells in this State
25 and in this District Hisense televisions with the model number 55R7E that match that
26 description.

27 12. Hisense International Co. Ltd. (“Hisense Int’l Co.”) is a corporation
28 organized and existing under the laws of the People’s Republic of China, with a

1 principal place of business at Hisense Tower, No.17 Donghaixi Road, Qingdao,
2 Shandong Province, 266071 P.R. China, according to its website,
3 <http://global.hisense.com/contact>.

4 13. Hisense Int'l Co. sells, offers for sale, and/or imports televisions accused
5 of infringement in this Complaint. For example, for arrival on July 13 and 21, 2019,
6 Hisense Int'l Co. shipped containers including Hisense Televisions model numbers
7 32H4030F1 to Hisense USA, through the Port of Los Angeles to be unloaded at that
8 port and in this judicial district. By way of another example, for arrival on January
9 11, 2019, Hisense Int'l Co. shipped containers including 55" UHD (4K) 60HZ LED
10 TV Roku Hisense Televisions to recipient Best Buy Co. Inc. through the Port of Los
11 Angeles to be unloaded at that port and in this judicial district. Best Buy has sold and
12 currently sells in this State and in this District Hisense televisions with the model
13 number 55R7E that match that description.

14 14. Qingdao Hisense Electronics Co. Ltd. ("Qingdao Hisense") is a
15 corporation organized and existing under the laws of the People's Republic of China,
16 with a principal place of business at No. 218, Qianwangang Road, Economic and
17 Technological Development Zone, Qingdao, Shandong Province, 266555 P.R. China.
18 Qingdao Hisense formerly did business under the name Hisense Electric Co., Ltd.

19 15. Qingdao Hisense makes, sells, offers for sale, and/or imports televisions
20 accused of infringement in this Complaint and/or components thereof. For example,
21 Qingdao Hisense, under its former name Hisense Electrics Co., Ltd., for arrival on
22 November 21, 2018, shipped containers including 32" HD (720P) 60Hz LED TV
23 Roku televisions to Best Buy Purchasing LLC through the Port of Long Beach to be
24 unloaded at that port and in this judicial district. Best Buy has sold and currently sells
25 in this State and in this District Hisense televisions with the model numbers 32H4E1
26 and 32H4F that match that description.

1 16. Qingdao Hisense's former name, Hisense Electric Co., Ltd., is the name
2 that appears next to the model number and serial number for Hisense-branded
3 televisions imported, offered for sale, and sold in the United States.

4 17. Hisense Co., Ltd. ("Hisense Co.") is a corporation organized and existing
5 under the laws of the People's Republic of China, with a principal place of business at
6 Hisense Tower, No.17 Donghaixi Road, Qingdao, Shandong Province, 266071 P.R.
7 China.

8 18. Hisense Co. is the ultimate parent company of all of the other named
9 defendants, and as the ultimate parent, Hisense Co. induces its subsidiaries, affiliates,
10 retail partners, and customers in the making, using, selling, offering for sale, and/or
11 importing of products accused of infringement in this Complaint through its
12 subsidiaries.

13 19. Defendants are part of the same corporate structure and distribution chain
14 for making, using, selling, offering for sale, and/or importing the accused televisions
15 in the United States, including in this State and this District. Defendants do business
16 as a collective whole as The Hisense Group.

17 20. Defendants share the same executives, management, advertising
18 platforms, facilities, and distribution chains, and operate as a unitary business venture
19 under common ownership to manufacture and distribute televisions accused of
20 infringement in this Complaint. For example, Hisense USA and Hisense Mfg. have
21 the same office address, the same registered agent, and overlapping officers. By way
22 of a second example, Hisense Int'l HK and Hisense Int'l HK Am. Inv. share a
23 business address. Hisense Co. and Hisense Int'l Co. also share a business address.
24 Defendants are jointly and severally liable for the acts of patent infringement alleged
25 herein, and the actions of each Defendant can be attributed to the other Defendants.

26 **JURISDICTION AND VENUE**

27 21. This is an action for patent infringement arising under the patent laws of
28 the United States, Title 35 United States Code.

1 22. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331
2 and 1338(a).

3 23. Personal jurisdiction exists over each of the Defendants because each
4 Defendant has sufficient minimum contacts with this forum as a result of business
5 conducted within this State and this District, and subsidiaries registered to do business
6 in this State.

7 24. Personal jurisdiction also exists specifically over each of the Defendants
8 because each, directly or through affiliates, subsidiaries, agents, or intermediaries,
9 transacts business in this State or purposefully directed at this State (including,
10 without limitation, the Port of Los Angeles, California, the Port of Long Beach,
11 California, warehouses located in this District, and/or retail stores including Best Buy
12 and Walmart) by making, importing, offering to sell, selling, and/or having sold
13 infringing televisions within this State and District or purposefully directed at this
14 State or District.

15 25. Personal jurisdiction also exists specifically over each of the Defendants
16 because they have overlapping executives, interlocking corporate structures, and close
17 relationships as manufacturer, importer, and distributor of accused products.

18 26. To the extent any foreign Defendant is not subject to jurisdiction in any
19 state's court of general jurisdiction, exercising jurisdiction over the defendant in this
20 State and this District would be consistent with due process and this State's long-arm
21 statute in light of facts alleged in this Complaint.

22 27. In addition, each of the Defendants, directly or through affiliates,
23 subsidiaries, agents, or intermediaries, places infringing televisions into the stream of
24 commerce knowing they will be sold and used in this State, and economically benefits
25 from the retail sale of infringing televisions in this State. For example, Defendants'
26 products have been sold and are available for sale in this District at Best Buy and
27 Walmart retail stores, and are also available for sale and offered for sale in this
28 District through online retailers such as Amazon, Best Buy, and Walmart. Defendants

1 also advertise their infringing products to consumers in this State and this District
2 through the Hisense USA website. *See, e.g.,* [https://www.hisense-](https://www.hisense-usa.com/televisions/)
3 [usa.com/televisions/](https://www.hisense-usa.com/televisions/).

4 28. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b), (c) and
5 (d) and 1400(b).

6 29. Venue is proper over Hisense USA and Hisense Mfg. because they reside
7 in this District, have committed acts of direct and indirect infringement in this District,
8 have a regular and established place of business in this District, and/or have transacted
9 business in this District, including offering to sell, selling, having sold and/or
10 importing televisions which infringe at least one of the patents-in-suit. Further, venue
11 is proper as to Hisense Mfg. because that Defendant is registered to do business in this
12 State with a business address in this District.

13 30. Venue is proper over Hisense Co., Hisense Int'l HK Am. Inv., Hisense
14 Int'l HK, Hisense Int'l Co., and Qingdao Hisense at least because this is the District in
15 which a substantial part of the events giving rise to the claim occurred, and because
16 they are not resident in the United States, and are all subject to personal jurisdiction in
17 this District.

18 **THE PATENTS-IN-SUIT**

19 31. On April 17, 2018, the United States Patent and Trademark Office
20 (“USPTO”) duly and legally reissued United States Patent No. 8,456,592 as RE46,795
21 (“’795 patent”), entitled “Backlight Unit and Liquid Crystal Display Including the
22 Same,” and it is publicly available on the USPTO website.

23 32. On June 25, 2019, the USPTO duly and legally issued United States
24 Patent No. 10,334,311 (“’311 patent”), entitled “Method of Providing External Device
25 List and Image Display Device,” and it is publicly available on the USPTO website.

26 33. On February 23, 2016, the USPTO duly and legally issued United States
27 Patent No. 9,271,191 (“’191 patent”), entitled “Method and Apparatus for
28

1 Transmitting Data Frame in WLAN System,” and it is publicly available on the
2 USPTO website.

3 34. On November 23, 2010, the USPTO duly and legally issued United
4 States Patent No. 7,839,452 (“452 patent”), entitled “Image Display Device in Digital
5 TV,” and it is publicly available on the USPTO website.

6 **KNOWLEDGE OF THE PATENTS-IN-SUIT AND INFRINGEMENT**

7 35. The Defendants have had knowledge of the Patents-in-Suit and their
8 infringement of the Patents-in-Suit since before the date of this Complaint as
9 explained in the following paragraphs, yet Defendants knowingly and intentionally
10 continued making, using, importing, offering to sell, and selling infringing products in
11 this State and District.

12 36. By email to Mr. Fan Kai of Hisense on February 1, 2019, LGE sent a
13 letter dated January 31, 2019 addressed to Mr. Liu Hongxin, CEO of Hisense Int’l Co.
14 LGE identified all of the patents-in-suit as being infringed, with the exception of the
15 ’311 patent, which issued later on June 25, 2019. LGE also specified certain
16 exemplary models of Hisense Televisions as infringing. LGE’s notice letter offered to
17 discuss licensing of LGE’s patents. The letter confirmed LGE’s willingness to license
18 its standard-essential Wi-Fi Patents upon fair, reasonable and non-discriminatory
19 terms and conditions.

20 37. By email dated February 28, 2019, Mr. Fan Kai of Hisense
21 acknowledged receipt of the January 31 letter and requested more detailed allegations.

22 38. By email dated March 6, 2019, LGE informed Hisense that it would send
23 detailed claim charts to be discussed at an in-person meeting.

24 39. By email dated March 11, 2019, Mr. Fan Kai of Hisense responded by
25 introducing Ms. Zhao (Sally) Xing in the Legal and Intellectual Property Department
26 at Hisense Co. to continue negotiations.

27 40. By email dated March 22, 2019, LGE provided Ms. Zhao with detailed
28 evidence of infringement for each of the Patents-in-Suit, including the application

1 underlying the '311 Patent (No. 15/788,510), which was under Notice of Allowance at
2 the time and expected to issue soon after.

3 41. On April 1, 2019, Ms. Zhao indicated that Hisense was analyzing the
4 claim charts sent on March 22, 2019.

5 42. Ms. Hanqing (Anita) Wang in the Legal and Intellectual Property
6 Department at Hisense Co. took over the correspondence with LGE on April 10, 2019.

7 43. LGE and Hisense continued to correspond via email over the next several
8 weeks.

9 44. LGE repeatedly requested an in-person meeting, but Hisense repeatedly
10 provided excuses for delaying such a meeting.

11 45. LGE sent over 20 emails to Hisense before the parties finally met in
12 person.

13 46. All of the emails between LGE and Hisense, and vice versa, were written
14 in English.

15 47. Hisense did not respond to LGE substantively with regard to any of the
16 LGE patents. Specifically, Hisense provided no substantive response to LGE alleging
17 non-infringement or invalidity of any LGE patents.

18 48. LGE and Hisense representatives met in person on July 5, 2019, in China
19 to discuss the allegations of infringement and potential licensing opportunities,
20 including but not limited to the Patents-in-Suit. At the meeting, LGE presented a
21 Powerpoint written in English regarding its patents, including its patents that are
22 essential to the 802.11ac Wi-Fi standard. LGE made an offer to license its standard-
23 essential Wi-Fi patents under fair, reasonable and non-discriminatory terms and
24 conditions.

25 49. Defendants have not agreed to license any of the Patents-in-Suit.

26 50. Instead, Defendants knowingly and intentionally have continued to make,
27 use, sell, offer to sell, and import infringing products, including through the Port of Los
28 Angeles and the Port of Long Beach, in this State and this District.

COUNT I: INFRINGEMENT OF THE '795 PATENT

51. LGE realleges and incorporates by reference the allegations set forth in paragraphs 1 through 50.

52. LGE is the owner by assignment of all right, title and interest in and to the '795 patent, now and for the entire period of and relevant to the infringement, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it, including the right to sue for and collect past damages.

53. Defendants are, and have been, on notice of the '795 patent since before the lawsuit was filed. Among the ways that actual notice was provided to Defendants is the email correspondence beginning on February 1, 2019 referenced above, including detailed claim charts sent to Hisense on March 22, 2019.

54. Defendants have and continue to directly infringe, literally and/or under the doctrine of equivalents, the '795 patent by, among other things, making, using, offering to sell, selling and/or importing, without authority or license from LGE, televisions in this State and District and elsewhere in the United States, which embody, incorporate, or otherwise practice one or more claims of the '795 patent, including at least Hisense model 55H9D and 55H9EPlus, and other similar edge-lit LED televisions, including televisions with "H9D" and "H9EPlus" in the model number.

55. By way of example, the accused Hisense televisions infringe at least exemplary claim 20 of the '795 patent as described in detail in the attached claim chart, Exhibit 1.

56. Defendants have and continue to induce infringement of one or more claims of the '795 patent under 35 U.S.C § 271(b) by actively inducing the other Defendants, related entities, retailers, and/or customers to make, use, sell, offer to sell, and/or import, products covered by one or more claims of the '795 patent.

1 57. For example, Hisense has advertised and currently advertises its
2 televisions as allowing a user to watch cable channels, use streaming platforms, and
3 play games, among other things. Each of these activities — and any other activity that
4 would cause a user to operate the television — requires use of the back-light unit that
5 infringes at least claim 20 of the '795 patent. Hisense also provides user guides to
6 instruct customers on how to operate the television, thereby using the back-light unit.
7 There is no substantial non-infringing use for the accused products because the
8 claimed back-light structure is essential to the operation of the accused televisions.

9 58. As explained above, Hisense has had actual knowledge of the '795 patent
10 prior to this Complaint and at least as of the date of this Complaint. Hisense was
11 notified that its televisions infringe the '795 patent no later than February 1, 2019, and
12 LGE provided further detail in the form of claim charts demonstrating that Hisense's
13 televisions infringe the '795 patent on March 22, 2019. Despite having actual
14 knowledge of infringement, Hisense has continued to induce infringement of one or
15 more claims of the '795 patent.

16 59. Defendants have and continue to infringe one or more claims of the '795
17 patent under 35 U.S.C § 271(f)(1) and (2) at least by importing components of back-
18 light units that have no substantial non-infringing uses into this State and District, and
19 then exporting them to foreign countries, including but not limited to Mexico, for
20 assembly into infringing televisions.

21 60. Defendants' infringement of the '795 patent has been and continues to be
22 willful.

23 61. Unless enjoined by this Court, Defendants will continue to infringe the
24 '795 patent, and LGE will continue to suffer irreparable harm and harm for which
25 damages are inadequate. Accordingly, LGE is entitled to injunctive relief against such
26 infringement under 35 U.S.C. § 283.

27 62. As a result of Defendants' infringement of the '795 patent, LGE has been
28 and continues to be irreparably injured with respect to its business and intellectual

1 property rights, and is entitled to recover past damages for such injuries pursuant to 35
2 U.S.C. § 284.

3 **COUNT II: INFRINGEMENT OF THE '311 PATENT**

4 63. LGE realleges and incorporates by reference the allegations set forth in
5 paragraphs 1 through 50.

6 64. LGE is the owner by assignment of all right, title and interest in and to
7 the '311 patent, now and for the entire period of and relevant to the infringement,
8 including the right to assert all causes of action arising under said patent and the right
9 to any remedies for infringement of it, including the right to sue for and collect past
10 damages.

11 65. Defendants are, and have been, on notice of the '311 patent since before
12 the lawsuit was filed. Among the ways that actual notice was provided to Defendants
13 is the email correspondence beginning on February 1, 2019 referenced above,
14 including detailed claim charts sent to Hisense on March 22, 2019.

15 66. Defendants have been and are currently directly infringing, literally
16 and/or under the doctrine of equivalents, the '311 patent by, among other things,
17 making, using, offering to sell, selling and/or importing, without authority or license
18 from LGE, televisions in this State and District and elsewhere in the United States,
19 which embody, incorporate, or otherwise practice one or more claims of the '311
20 patent, including at least Hisense models 55R7E and 50R7050E, and other televisions
21 with an "R" or "H4" in the model number.

22 67. By way of example, the accused Hisense televisions infringe at least
23 exemplary claim 1 of the '311 patent as described in detail in the attached claim chart,
24 Exhibit 2.

25 68. Defendants have and continue to induce infringement of one or more
26 claims of the '311 patent under 35 U.S.C § 271(b) by actively inducing the other
27 Defendants, related entities, retailers, and/or customers to make, use, sell, offer to sell,
28 and/or import, products covered by one or more claims of the '311 patent.

1 69. For example, Hisense's user manual for the Hisense 55R7E television
2 instructs users to set up multiple inputs, and the user manual instructs users to switch
3 between inputs and select highlighted options in a manner that infringes at least claim
4 1 of the '311 patent.

5 70. As explained above, Hisense has had actual knowledge of the '311 patent
6 prior to this Complaint and at least as of the date of this Complaint. LGE provided
7 Hisense with detailed claim charts demonstrating that Hisense's televisions infringe
8 the '311 patent on March 22, 2019. Despite having actual knowledge of its
9 infringement, Hisense has continued to induce infringement of one or more claims of
10 the '311 patent.

11 71. Defendants have and continue to infringe one or more claims of the '311
12 patent under 35 U.S.C § 271(f)(1) at least by importing components of televisions into
13 this State and District, and then exporting them to foreign countries, including but not
14 limited to Mexico, for assembly into infringing televisions.

15 72. Defendants' infringement of the '311 patent has been and continues to be
16 willful.

17 73. Unless enjoined by this Court, Defendants will continue to infringe the
18 '311 patent, and LGE will continue to suffer irreparable harm and harm for which
19 damages are inadequate. Accordingly, LGE is entitled to injunctive relief against such
20 infringement under 35 U.S.C. § 283.

21 74. As a result of Defendants' infringement of the '311 patent, LGE has been
22 and continues to be irreparably injured with respect to its business and intellectual
23 property rights, and is entitled to recover past damages for such injuries pursuant to 35
24 U.S.C. § 284.

25 **COUNT III: INFRINGEMENT OF THE '191 PATENT**

26 75. LGE realleges and incorporates by reference the allegations set forth in
27 paragraphs 1 through 50.
28

1 76. LGE is the owner by assignment of all right, title and interest in and to
2 the '191 patent, now and for the entire period of and relevant to the infringement,
3 including the right to assert all causes of action arising under said patent and the right
4 to any remedies for infringement of it, including the right to sue for and collect past
5 damages.

6 77. Defendants are, and have been, on notice of the '191 patent since before
7 the lawsuit was filed. Among the ways that actual notice was provided to Defendants
8 is the email correspondence beginning on February 1, 2019 referenced above,
9 including detailed claim charts sent to Hisense on March 22, 2019.

10 78. Defendants have been and are currently directly infringing, literally
11 and/or under the doctrine of equivalents, the '191 patent by, among other things,
12 making, using, offering to sell, selling and/or importing, without authority or license
13 from LGE, televisions in this State and District and elsewhere in the United States,
14 which embody, incorporate, or otherwise practice one or more claims of the '191
15 patent, including at least Hisense models 55H9EPlus and 55H9F, and other televisions
16 that comply with the Wi-Fi 802.11ac standard.

17 79. By way of example, the accused Hisense televisions infringe at least
18 exemplary claim 6 of the '191 patent as described in detail in the attached claim chart,
19 Exhibit 3.

20 80. Defendants have and continue to induce infringement of one or more
21 claims of the '191 patent under 35 U.S.C § 271(b) by actively inducing the other
22 Defendants, related entities, retailers, and/or customers to make, use, sell, offer to sell,
23 and/or import, products covered by one or more claims of the '191 patent.

24 81. For example, Hisense advertises the Wi-Fi capabilities of Hisense models
25 55H9EPlus and 55H9F, and, in particular, the infringing 802.11ac connection
26 capability as a built in Wi-Fi feature. By way of another example, the user manual for
27 the 55H9EPlus includes instructions on how to connect to a wireless network,
28 including via the supported 802.11ac communication protocol. The user manual for

1 the 55H9EPlus also recommends using 802.11ac routers as opposed to 802.11b or
2 802.11g routers because with 802.11b and g connections “the video may not play
3 smoothly.”

4 82. As explained above, Hisense has had actual knowledge of the ’191 patent
5 prior to this Complaint and at least as of the date of this Complaint. Hisense was
6 notified that its televisions infringe the ’191 patent no later than February 1, 2019, and
7 LGE provided further detail in the form of claim charts demonstrating that Hisense’s
8 televisions infringe the ’191 patent on March 22, 2019. Despite having actual
9 knowledge of infringement, Hisense has continued to induce infringement of one or
10 more claims of the ’191 patent.

11 83. Defendants have and continue to infringe one or more claims of the ’191
12 patent under 35 U.S.C § 271(f)(1) at least by importing components of televisions into
13 this State and District, and then exporting them to foreign countries, including but not
14 limited to Mexico, for assembly into infringing televisions.

15 84. Defendants’ infringement of the ’191 patent has been and continues to be
16 willful.

17 85. Unless enjoined by this Court, Defendants will continue to infringe the
18 ’191 patent, and LGE will continue to suffer irreparable harm and harm for which
19 damages are inadequate. As explained above, LGE sent Hisense detailed claim charts
20 demonstrating infringement of the ’191 patent, but Hisense has held out and refused to
21 negotiate a license. Accordingly, LGE is entitled to injunctive relief against such
22 infringement under 35 U.S.C. § 283.

23 86. As a result of Defendants’ infringement of the ’191 patent, LGE has been
24 and continues to be irreparably injured with respect to its business and intellectual
25 property rights, and is entitled to recover past damages for such injuries pursuant to 35
26 U.S.C. § 284.

COUNT IV: INFRINGEMENT OF THE '452 PATENT

87. LGE realleges and incorporates by reference the allegations set forth in paragraphs 1 through 50.

88. LGE is the owner by assignment of all right, title and interest in and to the '452 patent, now and for the entire period of and relevant to the infringement, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it, including the right to sue for and collect past damages.

89. Defendants are, and have been, on notice of the '452 patent since before the lawsuit was filed. Among the ways that actual notice was provided to Defendants is the email correspondence beginning on February 1, 2019 referenced above, including detailed claim charts sent to Hisense on March 22, 2019.

90. Defendants have been and are currently directly infringing, literally and/or under the doctrine of equivalents, the '452 patent under 35 U.S.C. § 271(a) by, among other things, making, using, offering to sell, selling and/or importing, without authority or license from LGE, televisions in this State and District and elsewhere in the United States, which embody, incorporate, or otherwise practice one or more claims of the '452 patent, including at least Hisense models 55H9F and 55R7E, and other similar 4K televisions.

91. By way of example, the accused Hisense televisions infringe at least exemplary claim 1 of the '452 patent as described in detail in the attached claim chart, Exhibit 4.

92. Defendants have and continue to induce infringement of one or more claims of the '452 patent under 35 U.S.C § 271(b) by actively inducing the other Defendants, related entities, retailers, and/or customers to make, use, sell, offer to sell, and/or import products covered by one or more claims of the '452 patent.

93. For example, the user guide for the 55R7E teaches the user how to display program information in various different ways. The user guide for the 55R7E

1 also teaches the user how to turn on closed captioning and set various defaults for
2 closed captioning. The television automatically performs bit map conversion and
3 format conversion when, for example, the user views program guide information or
4 when closed captioning is turned on.

5 94. As explained above, Hisense has had actual knowledge of the '452 patent
6 prior to this Complaint and at least as of the date of this Complaint. Hisense was
7 notified that its televisions infringe the '452 patent no later than February 1, 2019, and
8 LGE provided further detail in the form of claim charts demonstrating that Hisense's
9 televisions infringe the '452 patent on March 22, 2019. Despite having actual
10 knowledge of infringement, Hisense has continued to induce infringement of one or
11 more claims of the '452 patent.

12 95. Defendants have and continue to infringe one or more claims of the '452
13 patent under 35 U.S.C § 271(f)(1) at least by importing components of televisions into
14 this State and District, and then exporting them to foreign countries, including but not
15 limited to Mexico, for assembly into infringing televisions.

16 96. Defendants' infringement of the '452 patent has been and continues to be
17 willful.

18 97. Unless enjoined by this Court, Defendants will continue to infringe the
19 '452 patent, and LGE will continue to suffer irreparable harm and harm for which
20 damages are inadequate. Accordingly, LGE is entitled to injunctive relief against such
21 infringement under 35 U.S.C. § 283.

22 98. As a result of Defendants' infringement of the '452 patent, LGE has been
23 and continues to be irreparably injured with respect to its business and intellectual
24 property rights, and is entitled to recover past damages for such injuries pursuant to 35
25 U.S.C. § 284.

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PRAYER FOR RELIEF

WHEREFORE, by reason of the foregoing, LGE respectfully requests that the Court enter a judgment against Defendants follows:

A. Declaring that Defendants have been and are currently infringing the Patents-In-Suit;

B. Declaring that the Defendants are each jointly and severally liable for the infringement of the Patents-in-Suit;

C. Permanently enjoining Defendants, their officers, directors, attorneys, agents, servants, employees, parties in privity with, and all persons in active concert or participation with any of the foregoing, from continued acts of infringement;

D. Awarding LGE compensatory damages on account of Defendants' infringement of the Patents-in-Suit, in an amount no less than an amount adequate to compensate for Defendants' infringing activities, including supplemental damages for any post-verdict infringement up until entry of the final judgment with an accounting as needed, together with pre-judgment and post-judgment interest on all damages awarded; all of these damages to be enhanced in an amount up to treble the amount of compensatory damages under 35 U.S.C. § 284;

E. Declaring that this case is exceptional under 35 U.S.C. § 285 and under the Court's inherent powers, and awarding LGE its entire costs and expenses of litigation, including all attorneys' fees, out of pocket or third party costs, and experts' fees, together with pre-judgment and post-judgment interest on all such costs and expenses awarded; and

F. Awarding LGE all its costs, interest, legal relief, declaratory relief, equitable relief, and all such other and further relief as the Court may deem just and proper.

1 Date: November 4, 2019

/s/ Peter H. Kang

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DEMAND FOR JURY TRIAL

Plaintiff LGE respectfully requests a trial by jury pursuant to Rule 38(b) of the Federal Rules of Civil Procedure of any and all issues in this action.

Date: November 4, 2019

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