

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

KONINKLIJKE KPN N.V.,

Plaintiff,

v.

XIAOMI CORPORATION, XIAOMI  
COMMUNICATIONS CO., LTD., and  
XIAOMI INC.,

Defendants.

C.A. No. \_\_\_\_\_

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

This is an action for patent infringement in which Plaintiff Koninklijke KPN N.V. (“KPN”) makes the following allegations against Xiaomi Corporation, Xiaomi Communications Co., Ltd., and Xiaomi Inc. (collectively, “Xiaomi”). This action is related to those actions currently pending before Chief Judge Stark in C.A. Nos. 17-cv-83, 17-cv-85, and 17-cv-90.

This action also is related to actions filed contemporaneously against Acer Inc., Acer America Corporation, BLU Products, Inc., Bullitt Group Ltd., Coolpad Technologies Inc., u-blox AG, and u-blox America, Inc.

**BACKGROUND**

1. KPN’s extensive research and development efforts have led to hundreds of issued patents in the United States and across the world, which KPN has licensed to many leading global telecommunications companies, including many of Xiaomi’s mobile technology competitors.

2. Specifically, KPN has made its patents available for license both through bilateral negotiations and through joint licensing or patent pool licensing arrangements, including through agreements with at least Sipro, Sisvel, and Via Licensing.

3. Further, prior to filing suit, KPN provided Xiaomi with notice of United States Patent Nos. 6,212,662 and 8,886,772 (collectively, the “Asserted Patents”) and the need to license such patents. KPN offered to provide Xiaomi with that license. Despite these efforts, Xiaomi has not obtained a license or any other rights to either Asserted Patent. KPN thus files this suit to protect its valuable intellectual property rights.

### **PARTIES**

4. Plaintiff Koninklijke KPN N.V. is a telecommunications (including fixed, mobile, television, and internet) and ICT solution provider headquartered at Maanplein 55, NL-2516 CK, The Hague, The Netherlands.

5. On information and belief, Defendant Xiaomi Corporation is a corporation organized and existing under the laws of the Cayman Islands with a principal place of business at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

6. On information and belief, Defendant Xiaomi Communications Co., Ltd. is a corporation organized and existing under the laws of the People’s Republic of China with a principal place of business at Xiaomi Office Building, 68 Qinghe Middle Street, Haidian District, Beijing, China 100085. It is a wholly owned subsidiary of Xiaomi Corporation.

7. On information and belief, Defendant Xiaomi Inc. is a corporation organized and existing under the laws of the People’s Republic of China with a principal place of business at

Xiaomi Office Building, 68 Qinghe Middle Street, Haidian District, Beijing, China 100085. It is a wholly owned subsidiary of Xiaomi Corporation.

### **JURISDICTION AND VENUE**

8. This action arises under the patent laws of the United States, Title 35 of the United States Code.

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

10. This Court has personal jurisdiction over each Xiaomi defendant because, directly or through intermediaries, each has committed acts within Delaware giving rise to this action and/or has established minimum contacts with Delaware such that the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.

11. For example, during the infringing time period, each Xiaomi defendant placed one or more infringing products into the stream of commerce via an established distribution channel with the knowledge and/or understanding that such products were being offered for sale and/or sold to customers in the United States, including in this District.

12. For example, during the infringing time period, each Xiaomi defendant placed one or more infringing products into the stream of commerce via an established distribution channel with the knowledge and/or understanding that such products were being offered for sale and/or sold to customers in the United States.

13. For example, in or around October 2015, Xiaomi Communications Co. sought and obtained FCC approval to sell the Xiaomi Redmi 2 (2014819) smartphone in the United States. <https://fcc.report/company/Xiaomi-Communications-Co-L-T-D>. Further, such actions also are attributable to Xiaomi Corporation, which has represented that it acts through “controlled

structured entities” like Xiaomi Communications Co. to further its “development and sales of smartphones, internet of things (“IoT”) and lifestyle products, provision of internet services and investments holding in the People’s Republic of China and other countries or regions.”

14. Further, on information and belief, each Xiaomi defendant subsequently sold the Xiaomi Redmi 2 (2014819) smartphone to one or more United States individuals or entities through the <https://xiaomi-mi.us/smartphones/> website.

15. Further, consistent with the statement of Xiaomi Corporation that it acts through “controlled structured entities” like Xiaomi Communications Co. to further its “development and sales of smartphones, internet of things (“IoT”) and lifestyle products, provision of internet services and investments holding in the People’s Republic of China and other countries or regions,” on information and belief each Xiaomi defendant subsequently sold products like the Xiaomi Mijia Smart Multi-Mode Gateway, Xiaomi Mi Smart Band 5, Xiaomi Mi Smart Bedside Lamp, and Xiaomi Mi Home Security Camera to one or more United States individuals or entities, including to Walmart and including through its <https://www.mi.com/us/> website and Xiaomi Store at [www.amazon.com](http://www.amazon.com).

16. On information and belief, each Xiaomi defendant derived substantial revenues from such infringing acts, including from its sales of infringing devices in the United States.

17. In addition, on information and belief, each Xiaomi defendant knowingly contributed to or induced infringement by others within this District, including end users, by advertising, marketing, offering for sale, and selling such devices to distributors, resellers, partners, and/or end users in the District, and by providing instructions, user manuals, advertising, and/or marketing materials which facilitated, directed, or encouraged the use of their infringing functionality.

18. For the reasons set forth above, venue is proper under 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400.

**THE ASSERTED PATENTS**

19. This lawsuit asserts causes of action for infringement of United States Patent Nos. 6,212,662 and 8,886,772.

20. United States Patent Nos. 6,212,662 and 8,886,772 previously were the subject of litigation in *Koninklijke KPN N.V., v. Samsung Electronics Co., Ltd.*, Civil Action Nos. 2:14-cv-1165 and 2:15-cv-948 (E.D. Tex.). The court in that matter construed each patent. As stated at D.I. 315 in 2:14-cv-1165, Samsung subsequently entered into a settlement and license agreement with KPN.

21. U.S. Patent No. 6,212,662 also was and is currently the subject of litigation before Chief Judge Stark in C.A. Nos. 17-cv-82, -83, -84, -85, -86, -87, -88, -89, -90, -91, and -92. On September 29, 2020, the Court issued a claim construction order in which it construed the following '662 Patent terms:

Claim Term	Court's Construction
A device for producing error checking based on original data provided in blocks with each block having plural bits in a particular ordered sequence / producing error checking	The portion of the preamble reciting "original data provided in blocks with each block having plural bits in a particular ordered sequence" is limiting. The preamble otherwise is non-limiting and does not require construction.
generating device configured to generate check data	Not means-plus-function A device configured to generate supplementary data for use in checking for errors
check data	supplementary data for use in checking for transmission errors
modify the permutation in time	change the permutation from time to time

22. Each Asserted Patent also repeatedly has been affirmed to be valid.

23. For example, in *Koninklijke KPN N.V. v. Gemalto M2M GmbH*, Case Nos. 2018-1863, 2018-1864, 2018-1865 (Fed. Cir. 2019), the Federal Circuit held that Claims 2-4 of U.S. Patent No. 6,212,662 satisfied 35 U.S.C. § 101 as a matter of law.

24. In IPR2018-00320, the United States Patent and Trademark Office Patent Trial and Appeal Board issued a Final Written Decision finding that, even under a preponderance of the evidence standard, Claims 2–4 of U.S. Patent No. 6,212,662 were valid and patentable.

25. Consistent with this ruling, in IPR2018-00551, IPR2018-00553, IPR2018-00554, and IPR2018-00757, the United States Patent and Trademark Office Patent Trial and Appeal Board declined to institute *inter partes* review of U.S. Patent No. 6,212,662—finding “no reasonable likelihood” that Claims 2-4 were invalid or nonpatentable.

26. Similarly, in IPR2016-00808, the United States Patent and Trademark Office Patent Trial and Appeal Board declined to institute *inter partes* review of the ’772 Patent—finding “no reasonable likelihood” that any claim was invalid or nonpatentable.

### **NOTICE**

27. Each Xiaomi defendant has been provided notice of its infringement and has been invited to take a license to the Asserted Patents, but has declined to do so.

28. For example, KPN wrote to Xiaomi at least by November 18, 2014, to notify Xiaomi that it needed to obtain a license to various KPN patents. Further, KPN offered to provide Xiaomi that license.

29. In that letter and its attachments, KPN identified U.S. Patent No. 6,212,662 as one of KPN’s “relevant 3G and LTE patents.” KPN further identified an exemplary list of infringing products, including the Xiaomi Mi 2.

30. KPN continued to communicate and negotiate with Xiaomi, including by sending an email on May 2, 2016, and a letter on June 27, 2016 to “[f]urther to the interaction earlier this year between our respective counsels” and “set up a dialogue between our companies with respect to intellectual property rights matters.” In that letter, KPN identified U.S. Patent No. 6,212,662 as one of the KPN patents that Xiaomi needed to license and offered to provide Xiaomi with claim charts for it.

31. KPN subsequently met with Xiaomi in person in or around December 13, 2016. At that meeting, KPN again identified U.S. Patent No. 6,212,662 as one of the KPN patents that Xiaomi needed to license.

32. KPN continued to communicate and negotiate with Xiaomi, including meeting with Ran Xu of Xiaomi on March 14, 2017, and again in June 2017 to present KPN’s licensing proposal.

33. Following further communications, KPN emailed Ran Xu of Xiaomi again on March 7, 2018, to provide Xiaomi with a presentation of “KPN patents relevant to Xiaomi Business,” which again identified U.S. Patent No. 6,212,662 as infringed by Xiaomi’s LTE, W-CDMA, and CDMA2000 products. In the same email, KPN also identified U.S. Patent No. 8,886,772— notifying Xiaomi that it was infringed by Xiaomi’s Home Gateway products and offering to provide Xiaomi a license to it.

34. KPN emailed Ran Xu of Xiaomi again on November 19, 2018. In that email, KPN again identified U.S. Patent No. 6,212,662 as infringed by Xiaomi’s LTE, W-CDMA, and CDMA2000 products. In the same email, KPN also again identified U.S. Patent No. 8,886,772— as infringed by Xiaomi’s Home Gateway products.

35. Following additional negotiations, KPN emailed Xiaomi again on November 11, 2020. In that email, KPN again notified Xiaomi that it needed to obtain a license to U.S. Patent No. 8,886,772 and provided Xiaomi with a claim chart for it.

36. Despite these and other efforts, Xiaomi never obtained a license or other rights to U.S. Patent No. 6,212,662 or U.S. Patent No. 8,886,772, and its infringing products remain unlicensed to this day.

**COUNT 1**  
**INFRINGEMENT OF U.S. PATENT NO. 6,212,662**

37. KPN repeats and incorporates by reference each preceding paragraph as if fully set forth herein and further state:

38. On April 3, 2001, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 6,212,662, which is entitled, “Method and Devices for the Transmission of Data With the Transmission Error Checking.” A true and correct copy of U.S. Patent No. 6,212,662 is attached as Exhibit A.

39. KPN is the owner by assignment of U.S. Patent No. 6,212,662 and holds all rights, title, and interest to it, including the sole right to sue and recover for any and all infringements.

40. The devices claimed in U.S. Patent No. 6,212,662 have proved to be of great importance to the field of error detection and correction. Consistent with this importance, U.S. Patent No. 6,212,662 has been licensed extensively by many of Defendants’ mobile technology competitors.

41. Each Xiaomi defendant directly infringed U.S. Patent No. 6,212,662 in violation 35 U.S.C. § 271(a) by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, prior to June 26, 2016, and without authorization, one or more



products that practice Claims 2-4 of U.S. Patent No. 6,212,662 literally or under the doctrine of equivalents (hereafter “’662 Accused Products”). At a minimum, such ’662 Accused Products include all smartphones and other mobile telecommunication devices configured to send or receive data over an LTE, UMTS, or cdma2000 radio telecommunication network using or incorporating the error checking technology described in Exhibit A. This includes products like the following: the Mi 4 LTE, Redmi Note 4G, Mi 4, Redmi Note Prime, Redmi Note 3, Mi 4c, Redmi Note 2, Redmi 2 Pro, Redmi 2 Prime, Mi 4i, Mi Note Pro, Mi Note, Redmi 2A, Redmi 2, Redmi 4A, Redmi 4, Mi Mix, Mi Note 2, Redmi Note 4, Redmi Pro, Redmi 3s Prime, Redmi 3s, Redmi 3 Pro, Mi Max, Mi 5, Mi 4s, Redmi Note 3, and Redmi 3.

42. As detailed below, the Xiaomi Redmi 2 meets every element of Claims 2-4 of U.S. Patent No. 6,212,662 literally or under the doctrine of equivalents.<sup>1</sup> Further, the identified components and functionality of the Xiaomi Redmi 2 are representative of the components and functionality present in all ’662 Accused Products.

43. Claim 1 of U.S. Patent No. 6,212,662 recites a device configured to enable checking for errors in data, including in transmitted data, by generating check data from data provided in blocks comprised of plural bits received in a particular ordered sequence. The device further includes at least one varying device configured to vary this original data, including through its incorporation of an interleaver or other permutating device configured to reorder at least some of the bits of the original data input to it without reordering any of the blocks of original data it receives, prior to supplying it to at least one generating device. The device further includes at least one generating device configured to generate supplementary data (check data) from the data it receives from the at least one permutating device.

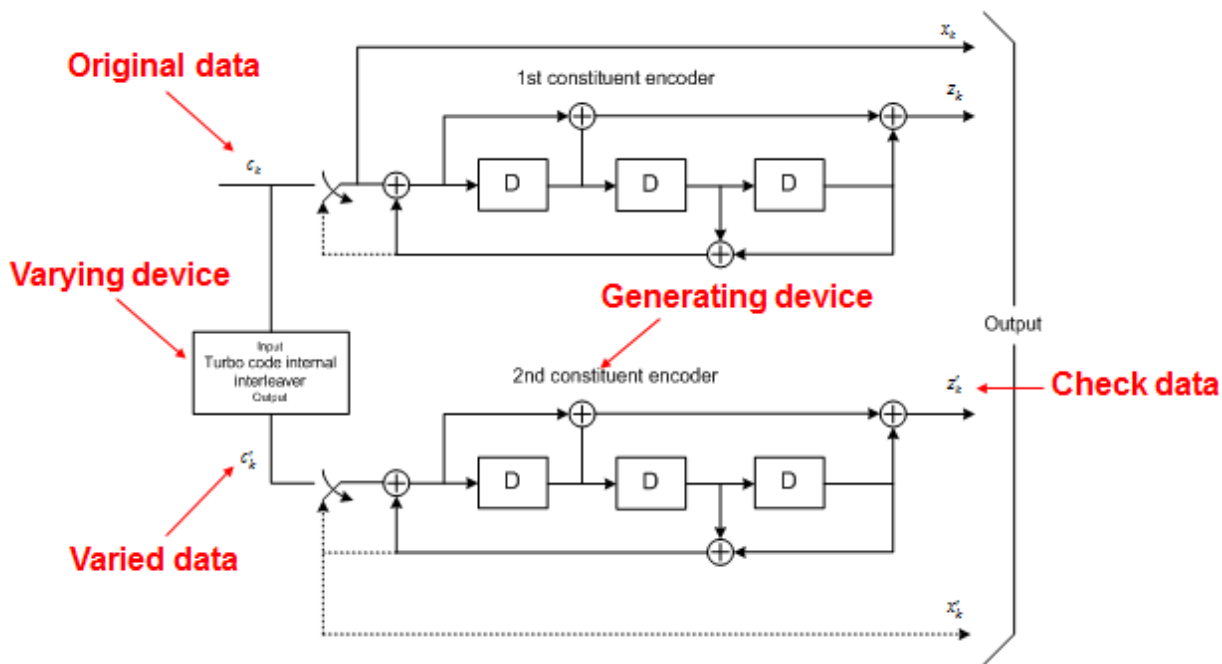
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<sup>1</sup> This description is illustrative and not intended to be an exhaustive or limiting explanation of every manner in which each ’662 Accused Product infringes the ’662 patent.

44. On information and belief, the Xiaomi Redmi 2 is a device configured to receive data in the form of blocks comprised of plural bits in a particular ordered sequence and to use such data to generate data that can be used to check for errors in transmitted data.

45. Further, on information and belief, the Xiaomi Redmi 2 include a varying device configured to vary the original data it receives, including through its incorporation of an interleaver configured to reorder the bit position of at least some of the bits of the original data provided to it without reordering any of the blocks of that original data, prior to supplying that now varied data to at least one generating device.

46. Further, on information and belief, the Xiaomi Redmi 2 further includes at least one device configured to generate supplementary data for use in error checking (i.e., check data), including but not limited to through its use of one or more encoders. Below is a representative depiction of such infringing components and functions:



47. Further, on information and belief, the Xiaomi Redmi 2 includes at least one varying device, including, for example, an interleaver, configured to change from time to time the manner in which it reorders at least some of the data bits it receives as disclosed in Claim 2 of U.S. Patent No. 6,212,662.

48. On information and belief, the Xiaomi Redmi 2 further includes at least one varying device, including, for example, an interleaver, configured to change the manner in which it reorders at least some of the bits it receives based on the characteristics of the data it receives as disclosed in Claim 3 of U.S. Patent No. 6,212,662.

49. On information and belief, the Xiaomi Redmi 2 further includes at least one permutating device, including, for example, an interleaver, that includes or makes use of data storage in which subsequent re-orderings of the members of the given set are stored as disclosed in Claim 4 of U.S. Patent No. 6,212,662.

50. On information and belief, each Xiaomi defendant thus directly infringed each element of Claims 2-4 of U.S. Patent No. 6,212,662 by selling and offering to sell in the United States, and by importing into the United States, without authorization, '662 Accused Products like the Xiaomi Redmi 2.

51. In addition, each Xiaomi defendant indirectly infringed U.S. Patent No. 6,212,662 in violation 35 U.S.C. § 271(b) by taking active steps to encourage and facilitate direct infringement by third parties prior to June 26, 2016, including partners, service providers, manufacturers, importers, resellers, customers, and/or end users, in this District and elsewhere in the United States, through the dissemination of the '662 Accused Products and the creation and dissemination of promotional and marketing materials, supporting materials, instructions,

product manuals, and/or technical information relating to such products with knowledge and the specific intent that its efforts will result in the direct infringement of U.S. Patent No. 6,212,662.

52. For example, on information and belief, prior to June 26, 2016, each Xiaomi defendant took active steps to encourage various distributors and re-sellers to sell and offer for sale the Xiaomi Redmi 2 despite knowing of U.S. Patent No. 6,212,662 and the fact that such sales and offers for sale would infringe each element of at least Claims 2-4 of U.S. Patent No. 6,212,662.

53. Such active steps include, for example, advertising and marketing the Xiaomi Redmi 2 as capable of transmitting data using a radio telecommunication network, obtaining FCC approval for such device to be utilized in the United States, and distributing such devices to consumers and resellers knowing that they would be marketed and offered for sale in the United States.

54. Prior to June 26, 2016, each Xiaomi defendant also took active steps to encourage end users of the Xiaomi Redmi 2 to use such products in the United States in a manner it knew would directly infringe each element of at least Claims 2-4 of U.S. Patent No. 6,212,662 as described above, including by encouraging users to utilize the Xiaomi Redmi 2 to transmit data despite knowing of U.S. Patent No. 6,212,662 and the fact that such data transmissions would cause such end user to use such products in a manner that infringes U.S. Patent No. 6,212,662.

55. Such active steps include, for example, advertising and marketing the Xiaomi Redmi 2 as a device capable of transmitting data using a radio telecommunication network and instructing users how to utilize such device to transmit data in a manner that would infringe U.S. Patent No. 6,212,662. *See, e.g.*, Exhibit B (instructing users at page 29 how to use a Xiaomi Redmi 2 smartphone device to transmit data over a radio telecommunications network).

56. In short, each Xiaomi defendant actively induced the direct infringement of U.S. Patent No. 6,212,662 by resellers and end users by distributing at least the Xiaomi Redmi 2 and, among other things, marketing its use and capabilities and publishing manuals and promotional literature describing and instructing how to use it in an infringing manner.

57. Further, each Xiaomi defendant took such active steps after receiving the above described notice of U.S. Patent No. 6,212,662 and its infringement of it.

58. In addition, each Xiaomi defendant has indirectly infringed and continues to indirectly infringe U.S. Patent No. 6,212,662 in violation 35 U.S.C. § 271(c) by selling or offering to sell in the United States, or importing into the United States, prior to June 26, 2016, the '662 Accused Products with knowledge that they are especially designed or adapted to operate in a manner that infringes U.S. Patent No. 6,212,662 and despite the fact that the infringing technology or aspects of each '662 Accused Products are not a staple article of commerce suitable for substantial non-infringing use.

59. In addition, each Xiaomi defendant's infringement of U.S. Patent No. 6,212,662 was willful. At least by November 18, 2014, KPN had provided each Xiaomi defendant with notice of U.S. Patent No. 6,212,662. Nevertheless, without authorization, each Xiaomi defendant deliberately continued to infringe U.S. Patent No. 6,212,662 and also encouraged others to infringe U.S. Patent No. 6,212,662 as described above, including by selling and/or using '662 Accused Products in the United States.

60. Each Xiaomi defendant's acts of infringement have caused damage to KPN, and KPN is entitled to recover from each Xiaomi defendant the damages it has sustained as a result of such wrongful acts in an amount to be proven at trial.

61. Further, KPN states that it is entitled to all damages to which it otherwise is entitled because it has complied with 35 U.S.C. § 287 in that it has not manufactured, used, sold, or offered for sale in the United States, or imported into the United States, any product that practices U.S. Patent No. 6,212,662 and is not aware of any licensee that manufactured, used, sold, or offered for sale in the United States, or imported into the United States, a product that practices U.S. Patent No. 6,212,662.

**COUNT 2**  
**INFRINGEMENT OF U.S. PATENT NO. 8,886,772**

62. Plaintiff repeats and incorporates by reference each preceding paragraph as if fully set forth herein and further state:

63. On November 11, 2014, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 8,886,772, which is entitled “Method and System for Remote Device Management.” KPN is the owner by assignment of U.S. Patent No. 8,886,772 and holds all right, title, and interest to it, including the sole right to sue and recover for any and all infringements.. A true and correct copy of U.S. Patent No. 8,886,772 is attached as Exhibit C.

64. Each Xiaomi defendant directly infringed U.S. Patent No. 8,886,772 in violation 35 U.S.C. § 271(a) by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, without authorization, one or more products that practice various claims of U.S. Patent No. 8,886,772 literally or under the doctrine of equivalents (hereafter “’772 Accused Products”). At a minimum, such ’772 Accused Products include all devices configured to operate as described in Exhibit C. This includes products like the Xiaomi Mijia Smart Multi-Mode Gateway, Xiaomi Mi Smart Band 5, Xiaomi Mi Smart Bedside Lamp, and Xiaomi Mi Home Security Camera.

65. As detailed below, the Xiaomi Mijia Smart Multi-Mode Gateway, Xiaomi Mi Smart Band 5, Xiaomi Mi Smart Bedside Lamp, and Xiaomi Mi Home Security Camera meets every element of at least Claim 10 of U.S. Patent No. 8,886,772 literally or under the doctrine of equivalents.<sup>2</sup> Further, the identified components and functionality of the Xiaomi Mijia Smart Multi-Mode Gateway, Xiaomi Mi Smart Band 5, Xiaomi Mi Smart Bedside Lamp, and Xiaomi Mi Home Security Camera are representative of the components and functionality present in all '772 Accused Products.

66. Claim 10 of U.S. Patent No. 8,886,772 recites a computer configured for remote device management, the computer comprising a processing unit and memory, the memory being connected to the processing unit, the computer being communicatively coupled to at least one database, a plurality of auto-configuration servers (ACSs), and a manageable electronic device, the computer being disposed as an intermediary between the manageable electronic device and the plurality of ACSs for controlling access to the ACSs, the at least one database storing information for the identification of electronic devices; wherein the computer is configured, responsive to receiving a request from a manageable electronic device for configuration data, to: identify the manageable electronic device by comparing at least a portion of the request with the information for the identification of electronic devices of the at least one database, and identify an ACS from the plurality of ACSs in accordance with the identification of the manageable electronic device to provide configuration data to the manageable electronic device, wherein configuration data comprise data for configuring the manageable electronic device, and wherein the computer is further configured to relay the request to the identified ACS.

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<sup>2</sup> This description is illustrative and not intended to be an exhaustive or limiting explanation of every manner in which each '772 Accused Product infringes the '772 patent.

67. The Xiaomi Mijia Smart Multi-Mode Gateway, Xiaomi Mi Smart Band 5, Xiaomi Mi Smart Bedside Lamp, and Xiaomi Mi Home Security Camera each are a computer configured for remote device management, the computer comprising a processing unit and memory, the memory being connected to the processing unit.

68. Further, each '772 Accused Products is configured to be communicatively coupled to at least one database and a plurality of auto-configuration servers (ACSs) and a manageable electronic device, the computer being disposed as an intermediary between the manageable electronic device and the plurality of ACSs for controlling access to the ACSs.

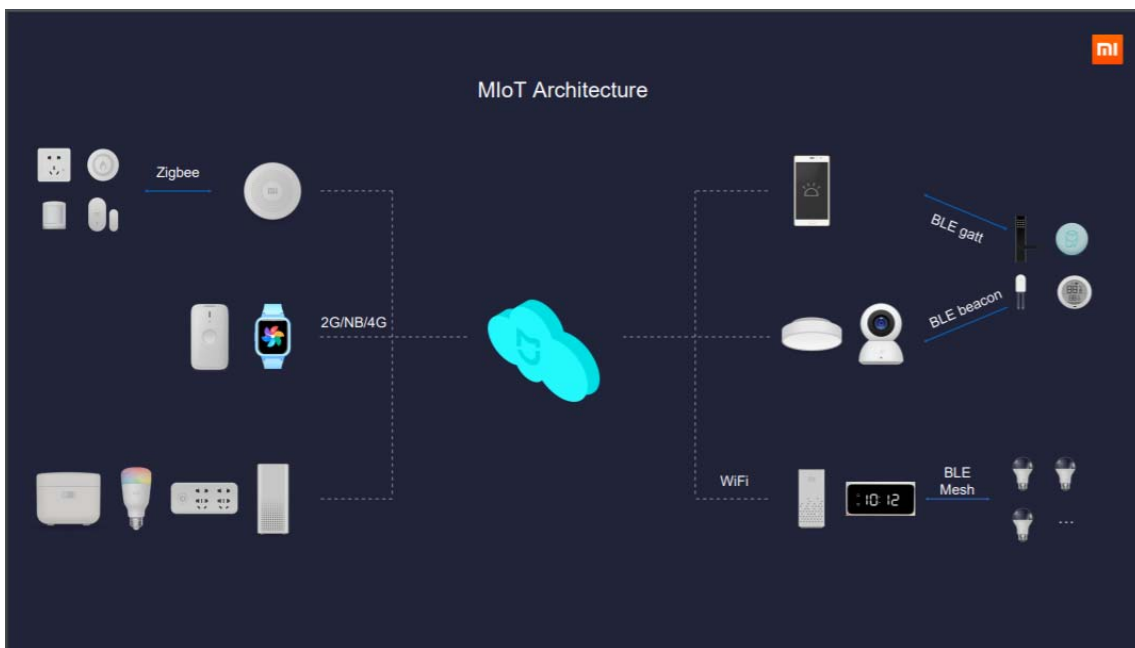
69. This is depicted below, which shows a Xiaomi Mi Smart Bedside Lamp communicatively coupled as an intermediary between Xiaomi's Cloud Services, which house at least one database and a plurality of auto-configuration servers (ACSs), and a manageable electronic device like a Xiaomi Temperature/Humidity sensor.



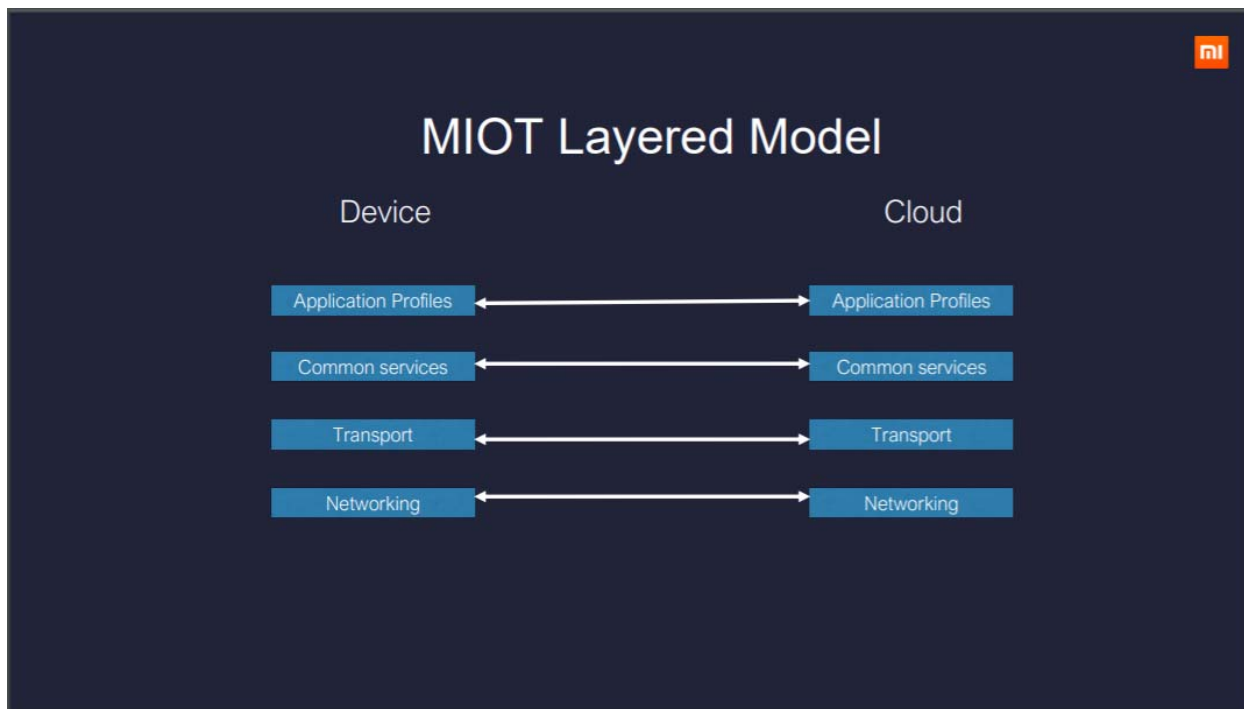
70. This also is depicted by below, which shows a Xiaomi Mijia Smart Multi-Mode Gateway, Xiaomi Mi Smart Band 5, and/or a Xiaomi Mi Home Security Camera

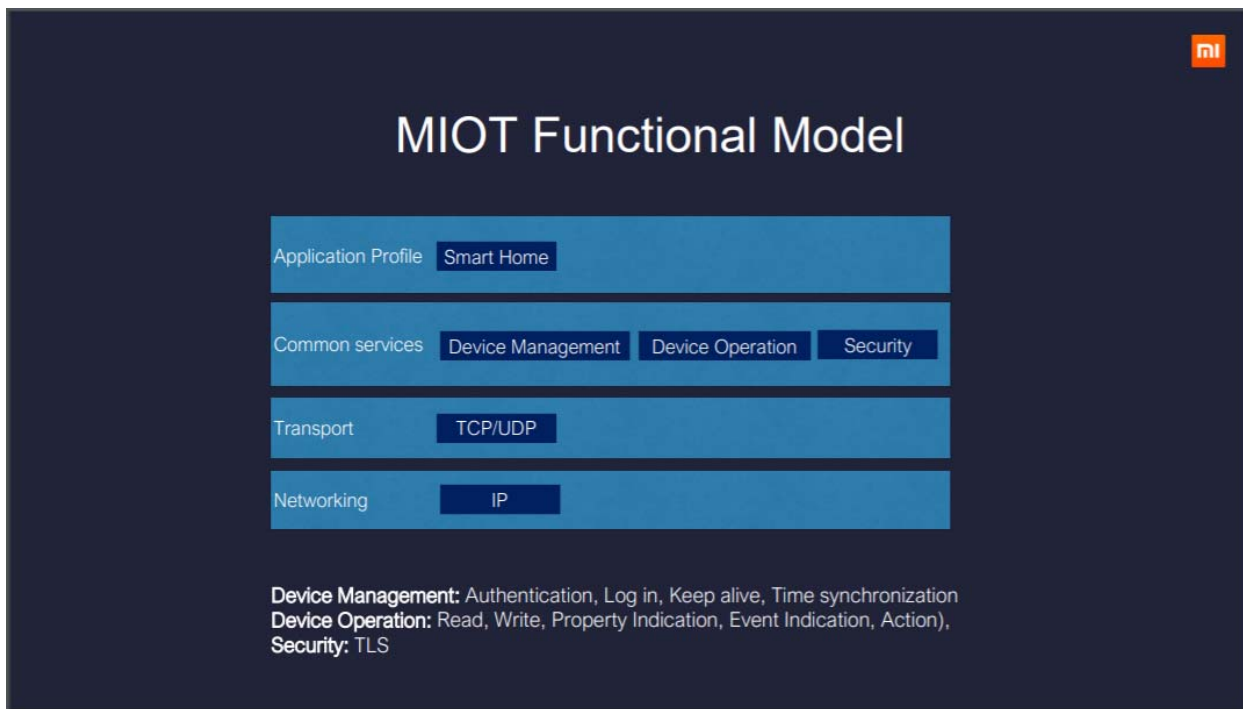


communicatively coupled as an intermediary between Xiaomi's Cloud Services and a manageable electronic device like a Xiaomi Temperature/Humidity sensor.



71. Further, as depicted below, such at least one database stores information for the identification of electronic devices, including the authentication of such devices.





72. Further, as depicted above and below, each '772 Accused Product is configured, responsive to receiving a request from a manageable electronic device for configuration data, to identify the manageable electronic device by comparing at least a portion of the request with the information for the identification of electronic devices of the at least one database, and identify an ACS from the plurality of ACSs in accordance with the identification of the manageable electronic device to provide configuration data to the manageable electronic device.

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// 优雅的设置单个设备属性
$did = 'M1GAxtaW9A0LXNwZWMtdjlVgoAFGA55ZWVsaW5rLWNvbG9AyMRUUGAg0NTk2NTYwNRVoAA';
$type = "urn:miot-spec-v2:device:light:0000A001:yeelink-color1:1";
$data = [
  'on' => true,
  'brightness' => 99,
  'color-temperature' => 2100,
  'color' => 5777215
];
$requestInfo = $api->setPropertyGraceful($did, $type, $data);

// 优雅的设置多个设备属性
$data = [
  'M1GAxtaW9A0LXNwZWMtdjlVgoAFGA55ZWVsaW5rLWNvbG9AyMRUUGAg0NTk2NTYwNRVoAA' => [
    'type' => 'urn:miot-spec-v2:device:light:0000A001:yeelink-color1:1',
    'data' => [
      'on' => true,
      'brightness' => 99,
      'color-temperature' => 2100,
      'color' => 2777215
    ]
  ]
],

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73. Further, as set forth below, such configuration data comprise data for configuring the manageable electronic device, including to “Set Properties” and “Invoke Actions,”

## API分类

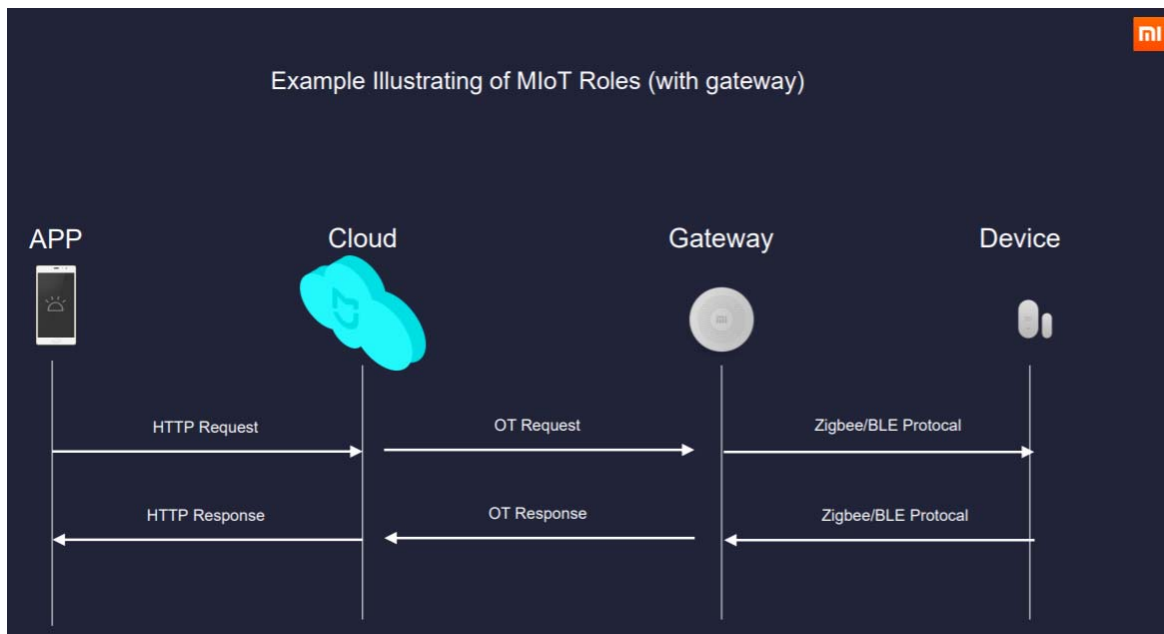
### 1. 基本API

- Get Devices (读取物理设备列表) <https://api.home.mi.com/api/v1/devices>
- Get Services (读取服务列表) <https://api.home.mi.com/api/v1/services>
- Get Properties (读取属性) <https://api.home.mi.com/api/v1/properties>
- Set Properties (设置属性) <https://api.home.mi.com/api/v1/properties>
- Invoke Actions (调用方法) <https://api.home.mi.com/api/v1/action>

### 2. 场景API

- Get Scenes (读取场景列表) <https://api.home.mi.com/api/v1/scenes>
- Trigger Scene (触发一个场景) <https://api.home.mi.com/api/v1/scene>

74. Further, each '772 Accused Product is configured to relay such request to one or more servers on which Xiaomi's Cloud Services are hosted.



75. On information and belief, each Xiaomi defendant thus directly infringed each element of Claim 10 of U.S. Patent No. 8,886,772 by selling and offering to sell in the United States, and by importing into the United States, without authorization, '772 Accused Products like the Xiaomi Mijia Smart Multi-Mode Gateway, Xiaomi Mi Smart Band 5, Xiaomi Mi Smart Bedside Lamp, and Xiaomi Mi Home Security Camera.

76. In addition, each Xiaomi defendant indirectly infringed U.S. Patent No. 8,886,772 in violation 35 U.S.C. § 271(b) by taking active steps to encourage and facilitate direct infringement by third parties, including partners, service providers, manufacturers, importers, resellers, customers, and/or end users, in this District and elsewhere in the United States, through the dissemination of the '772 Accused Products and the creation and dissemination of promotional and marketing materials, supporting materials, instructions, product manuals, and/or technical information relating to such products with knowledge and the specific intent that its efforts will result in the direct infringement of U.S. Patent No. 8,886,772.

77. For example, on information and belief, each Xiaomi defendant took active steps to encourage various distributors and re-sellers to sell and offer for sale each '772 Accused Product despite knowing of U.S. Patent No. 8,886,772 and the fact that such sales and offers for sale would infringe each element of at least Claim 10 of U.S. Patent No. 8,886,772.

78. Such active steps include, for example, advertising and marketing the infringing functionality of each '772 Accused Product, including its ability to manage remote devices, and distributing such devices to United States consumers and resellers.

79. Each Xiaomi defendant also took active steps to encourage end users of each '772 Accused Product to use the product in the United States in a manner that would directly infringe each element of at least Claim 10 of U.S. Patent No. 8,886,772 as described above, including by creating and distributing the Xiaomi Mi Home App and encouraging users to utilize it to manage remote devices using one or more '772 Accused Products.

## App Store Preview

Open the Mac App Store to buy and download apps.



### Mi Home - xiaomi smarthome 4+

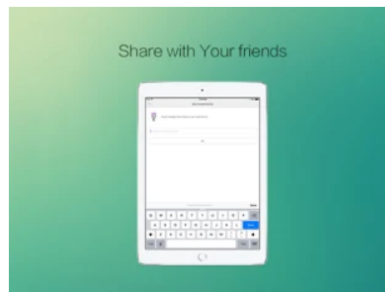
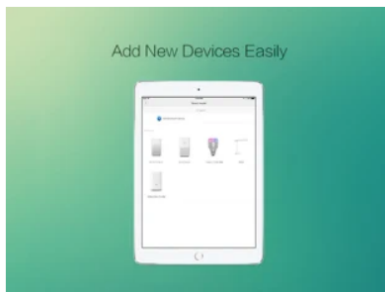
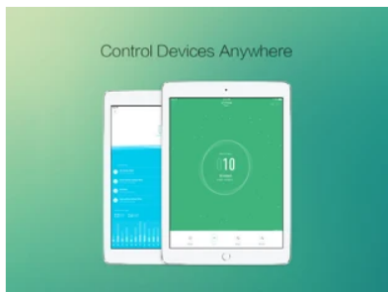
Beijing Xiaomi Co., Ltd

Designed for iPad

★★★★☆ 3.6 • 5.6K Ratings

Free · Offers In-App Purchases

## Screenshots [iPad](#) [iPhone](#) [Apple Watch](#)



A professional app to help you manage your intelligent devices.

- Add new devices with a few easy steps
- Control your device wherever you are
- Get the status of you devices in real time
- Share your devices with friends and family members
- Set up and perform intelligent tasks
- Continued use of GPS running in the background can dramatically decrease battery life

80. In short, each Xiaomi defendant actively induced the direct infringement of U.S. Patent No. 8,886,772 by resellers and end users by distributing '772 Accused Products and, among other things, marketing their use and capabilities and describing and instructing how to use it in an infringing manner. Further, each Xiaomi defendant took such active steps after receiving the above described notice of U.S. Patent No. 8,886,772 and its infringement of it.

81. In addition, each Xiaomi defendant has indirectly infringed and continues to indirectly infringe U.S. Patent No. 8,886,772 in violation 35 U.S.C. § 271(c) by selling or offering to sell in the United States, or importing into the United States, prior to June 26, 2016, the '772 Accused Products with knowledge that they are especially designed or adapted to

operate in a manner that infringes U.S. Patent No. 8,886,772 and despite the fact that the infringing technology or aspects of each '772 Accused Products are not a staple article of commerce suitable for substantial non-infringing use.

82. In addition, each Xiaomi defendant's infringement of U.S. Patent No. 8,886,772 was willful. At least by March 7, 2018, KPN had provided each with notice of U.S. Patent No. 8,886,772. Nevertheless, without authorization, each Xiaomi defendant deliberately continued to infringe U.S. Patent No. 8,886,772 and also encouraged others to infringe U.S. Patent No. 8,886,772 as described above, including by selling and/or using '772 Accused Products in the United States.

83. Each Xiaomi defendant's acts of infringement have caused damage to KPN, and KPN is entitled to recover from each Xiaomi defendant the damages KPN has sustained as a result of such wrongful acts in an amount to be proven at trial.

84. Further, KPN states that it is entitled to all damages to which it otherwise is entitled because it has complied with 35 U.S.C. § 287 in that it has not manufactured, used, sold, or offered for sale in the United States, or imported into the United States, any product that practices U.S. Patent No. 8,886,772 and is not aware of any licensee that manufactured, used, sold, or offered for sale in the United States, or imported into the United States, a product that practices U.S. Patent No. 8,886,772.

#### **DEMAND FOR JURY TRIAL**

85. Plaintiff hereby demands a jury trial for all issues so triable.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment as follows:

A. Declaring that each Xiaomi defendant infringed United States Patent Nos.

6,212,662 and 8,886,772;

B. Awarding damages to KPN for such infringement, including enhanced damages pursuant to 35 U.S.C. § 284 and prejudgment and post-judgment interest;

C. Awarding KPN its attorneys' fees pursuant to 35 U.S.C. § 285 or as otherwise permitted by law;

D. Awarding all other costs and relief that the Court deems just and proper.

Dated: January 15, 2021

Respectfully submitted,

Of Counsel:

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