

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

KONINKLIJKE KPN N.V.,

Plaintiff,

v.

ACER INC., and ACER AMERICA  
CORPORATION,

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 Acer Inc., and Acer America Corporation (collectively, “Acer”). 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 BLU Products, Inc., Bullitt Group Ltd., Coolpad Technologies Inc., u-blox AG, u-blox America, Inc., Xiaomi Corporation, Xiaomi Communications Co., Ltd., and Xiaomi 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 Acer’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 Acer with notice of United States Patent No. 6,212,662 and Acer's need to license it. KPN offered to provide Acer with that license. Despite these efforts, Acer has not obtained a license or any other rights to United States Patent No. 6,212,662. 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 Acer Inc. is a corporation organized and existing under the laws of Taiwan with a principal place of business at 8F., No.88, Sec. 1, Xintai 5th Rd., Xizhi Dist., New Taipei City 221, Taiwan.

6. On information and belief, Defendant Acer America Corporation is a corporation organized and existing under the laws of California.

### **JURISDICTION AND VENUE**

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

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

9. This Court has personal jurisdiction over each Acer 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.

10. For example, during the infringing time period, each Acer 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.

11. For example, in or around March 2015, Acer Inc. sought and obtained FCC approval to sell the Acer Liquid M220, Acer Liquid Z220, and Acer Liquid Jade Z (S57) smartphones in the United States. <https://fcc.report/company/Acer-Inc>. Similarly, in or around March 2016, Acer Inc. sought and obtained FCC approval to sell the Acer Liquid Jade Primo (S58) and Liquid Jade 2 (S58A) smartphones in the United States. <https://fcc.report/company/Acer-Inc>.

12. Further, according to a 2015 press release (<https://www.qualcomm.com/news/onq/2015/04/23/liquid-m220-acers-first-us-smartphone-powered-snapdragon-processor>), Acer Inc. subsequently sold such products to one or more United States entities, including Microsoft, which released the Acer Liquid M220 in their Microsoft Stores beginning in June 2015.

13. Per <https://web.archive.org/web/20150430140914/http://www.microsoft.com/en-us/store/locations/all-locations>, Microsoft maintained a Microsoft Store in Newark, Delaware, prior to and through June 2015.

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

15. In addition, on information and belief, each Acer defendant knowingly contributed to or induced infringement by others within this District—including Microsoft and other individuals and entities, including end users, who sold or used an Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z (S57), Acer Liquid Jade Primo (S58), or Liquid Jade 2 (S58A) smartphones in the District—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.

16. 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 PATENT**

17. This lawsuit asserts causes of action for infringement of United States Patent No. 6,212,662.

18. United States Patent No. 6,212,662 previously was 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 the patent. As stated at D.I. 315 in 2:14-cv-1165, Samsung subsequently entered into a settlement and license agreement with KPN.

19. 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

20. The Asserted Patent also repeatedly has been affirmed to be valid.

21. 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.

22. 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.

23. 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.

### **NOTICE**

24. Each Acer defendant has been provided notice of its infringement and has been invited to take a license to U.S. Patent No. 6,212,662, but has declined to do so.

25. For example, KPN wrote to Acer at least by June 6, 2011, to notify Acer that it needed to obtain a license to various KPN patents. Further, KPN offered to provide Acer that license. Li-Daeh Weng of Acer's Legal Department acknowledged Acer's receipt of that letter via an email to David Muus Acer on June 14, 2011.

26. Following that initial exchange, the parties continued to communicate and eventually met in person at Acer's headquarters in Taipei on or around October 20, 2011. Following that meeting, KPN provided Acer with a "Summary of the patent families currently under discussion between Acer and KPN" and a "Summary of KPN's participation in patent pools."

27. KPN met with Acer at its Taipei headquarters again on February 15, 2012. In advance of that meeting, KPN provided Li-Daeh Weng of Acer's Legal Department with additional information regarding "KPN's License Structure."

28. KPN met with Acer at its Taipei headquarters again on July 19, 2012, to discuss Acer's need to obtain a license to various KPN patents.

29. Following that meeting, KPN provided Li-Daeh Weng of Acer's Legal Department with a copy of "KPN's updated presentation on KPN's licensing offer, adapted according to our last discussion," on August 1, 2012. In that presentation, KPN offered Acer a non-exclusive license for its "PC-products and Handsets (including Tablets)." KPN also offered Acer a covenant not to sue and "[f]ull release for [its] past use" of U.S. Patent No. 6,212,662—explaining that the patent was practiced at least by Acer's LTE telecommunication products. KPN also provided Li-Daeh Weng of Acer's Legal Department with a proposed License Agreement.

30. KPN subsequently met with Acer again at its Taipei headquarters on October 5, 2012. It also provided Acer with an updated licensing proposal and draft agreement that provided a covenant not to sue and and “[f]ull release for [its] past use” of U.S. Patent No. 6,212,662.

31. KPN continued to meet with Acer throughout the remainder of 2012 and early 2013.

32. For example, in June 2013, KPN again informed Li-Daeh Weng of Acer’s Legal Department that Acer’s LTE products infringed U.S. Patent No. 6,212,662 and needed to be licensed. KPN also repeated that it was willing to provide Acer with a license and covenant not to sue.

33. On November 5, 2013, KPN and Acer executed a License Agreement. That License Agreement expressly stated that it provided Acer with no rights to “US6,212,662,” which it identified as being “in the CDMA-2000 joint licensing program administered by Sisvel.” That agreement expired on December 31, 2014.

34. Prior to and following the expiration of the License Agreement, KPN continued to communicate with Acer regarding its need to license U.S. Patent No. 6,212,662. For example, KPN emailed Acer on September 4, 2018, to remind Acer that its License Agreement had expired and further remind it that it had never obtained a license to U.S. Patent No. 6,212,662 for its LTE, W-CDMA, and CDMA2000 products as it needed to do.

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

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

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

37. 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.

38. 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.

39. 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.

40. Each Acer 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 Acer Iconia Tab A110, Liquid Z110, Liquid Gallant E350, Liquid Gallant Duo, Liquid Glow E330, CloudMobile S500, Iconia Tab A210, Iconia Tab A200, Iconia Tab A700, Iconia Tab A511, Iconia Tab A510, Liquid S2, Liquid Z3, Liquid S1, Iconia Tab A3, Iconia Tab A1-811, Iconia Tab A1-810, Liquid E2, Liquid Z2, Liquid C1, Liquid E1, Iconia Tab



B1-710, Iconia Tab B1-A71, Iconia Tab A3-A20, Iconia Tab A3-A20FHD, Liquid Jade S, Liquid Z500, Liquid X1, Liquid Jade, Liquid E700, Liquid E600, Liquid Z200, Iconia Tab 8 A1-840FHD, Iconia Tab 7 A1-713, Iconia Tab 7 A1-713HD, Iconia One 7 B1-730, Liquid E3 Duo Plus, Liquid E3, Liquid Z4, Iconia B1-721, Iconia B1-720, Iconia A1-830, Liquid Z5, Liquid Z330, Liquid Z320, Liquid Z630S, Liquid Z630, Liquid Z530S, Liquid Z530, Liquid M330, Liquid M320, Iconia Tab 10 A3-A30, Iconia One 8 B1-820, Liquid Jade Z, Liquid Z520, Liquid Z220, Liquid M220, Liquid Z410, Iconia Tab 10 A3-A40, Liquid Jade 2, Liquid Zest Plus, Liquid Zest, and Liquid Jade Primo.

41. As detailed below, the Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) 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 Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) are representative of the components and functionality present in all '662 Accused Products.

42. 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

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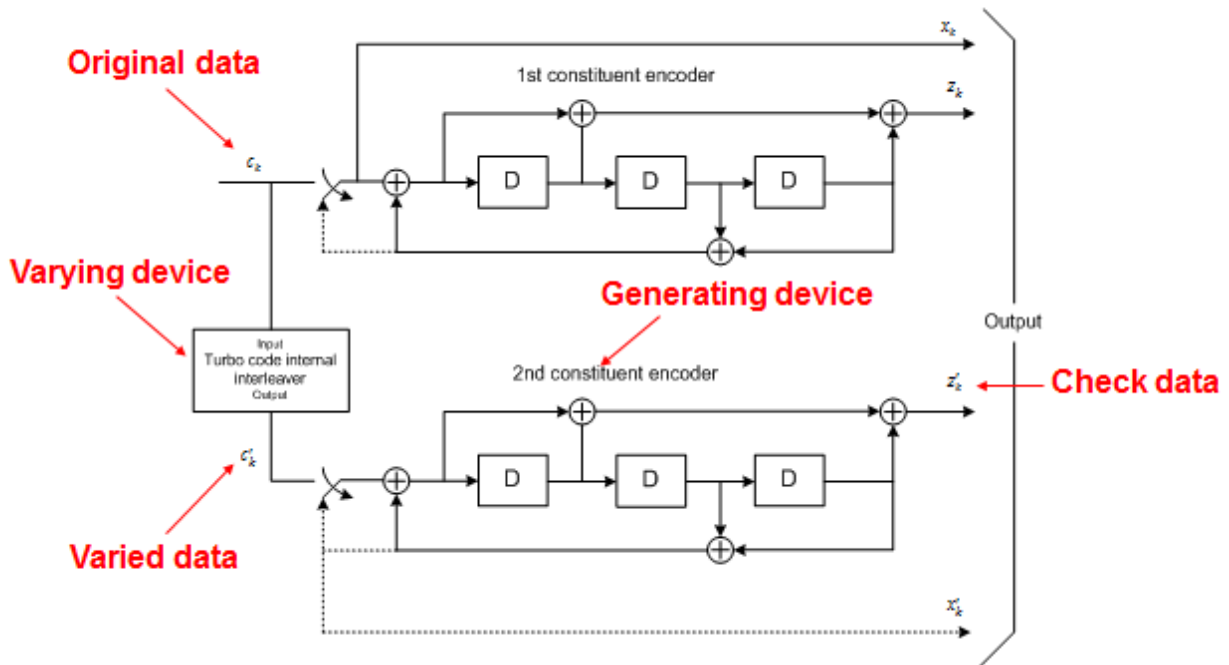
<sup>1</sup> This description is illustrative and not intended to be an exhaustive or limiting explanation of every manner in which each '662 Accused Product infringes the '662 patent.

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.

43. On information and belief, the Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) 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.

44. Further, on information and belief, the Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) 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.

45. Further, on information and belief, the Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) 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:



46. Further, on information and belief, the Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) 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.

47. On information and belief, the Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) 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.

48. On information and belief, the Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) 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.

49. On information and belief, each Acer 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 Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A).

50. In addition, each Acer 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.

51. For example, on information and belief, prior to June 26, 2016, each Acer defendant took active steps to encourage various distributors and re-sellers to sell and offer for sale the Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) 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.

52. Such active steps include, for example, advertising and marketing the Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2

(S58A) 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.

53. Prior to June 26, 2016, each Acer defendant also took active steps to encourage end users of the Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) 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 Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) 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.

54. Such active steps include, for example, advertising and marketing the Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) 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 pages 25-28 how to use an Acer Liquid M220 smartphone device to transmit data over a radio telecommunications network).

55. In short, each Acer defendant actively induced the direct infringement of U.S. Patent No. 6,212,662 by resellers and end users by distributing at least the Acer Liquid M220, Acer Liquid Z220, Acer Liquid Jade Z, Acer Liquid Jade Primo, and Liquid Jade 2 (S58A) 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.

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

57. In addition, each Acer 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.

58. In addition, each Acer defendant's infringement of U.S. Patent No. 6,212,662 was willful. At least by June 6, 2011, KPN had provided each Acer defendant with notice of U.S. Patent No. 6,212,662. Nevertheless, without authorization, each Acer 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.

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

60. 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.

**DEMAND FOR JURY TRIAL**

61. 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 Acer defendant infringed the U.S. Patent No. 6,212,662;
- 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,

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