IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

VIKING TECHNOLOGIES, LLC, Plaintiff, v. BROADTECH, LLC ET AL., Defendants.	C.A. No. 2:20-cv-357 LEAD CASE
VIKING TECHNOLOGIES, LLC, Plaintiff, v. CLOVER TECHNOLOGIES GROUP, LLC; CLOVER WIRELESS, LLC; VALU TECH OUTSOURCING, LLC; TELEPLAN HOLDINGS USA, INC.; TELEPLAN SERVICE LOGISTICS, INC.; and TELEPLAN SERVICES TEXAS, INC., Defendants.	**C.A. No. 2:20-cv-359 MEMBER CASE** **JURY TRIAL DEMANDED**

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Viking Technologies, LLC ("Viking") hereby asserts the following claims for patent infringement of United States Patent Numbers 8,888,953 ("the '953 Patent") and 10,220,537 ("the '537 Patent") (collectively, "the Patents-in-Suit") against defendants Clover Technologies Group, LLC ("Clover Technologies"); Clover Wireless, LLC ("Clover Wireless"); Valu Tech Outsourcing, LLC ("Valu Tech"); Teleplan Holdings USA, Inc. ("Teleplan Holdings"); Teleplan Service Logistics, Inc. ("Teleplan Logistics"), and Teleplan Services Texas, Inc. ("Teleplan Texas") (collectively, "Defendants"), and alleges as follows:

NATURE OF THE ACTION

1. This is an action for patent infringement under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq*., seeking damages and other relief under 35 U.S.C. § 281, *et seq*.

PARTIES

2. Viking is a limited liability company organized and existing under the laws of the State of Nevada with its principal place of business at 103 South Valley Common, Madison, Mississippi 39110.

3. On information and belief, Clover Technologies is a corporation organized and existing under the laws of Delaware with its principal place of business at 2700 West Higgins Road Suite 100, Hoffman Estates, Illinois 60169. Clover Technologies is registered to do business in the State of Texas and has Texas Secretary of State File Number 0801361470. Clover Technologies may be served with process through its registered agent, Corporation Service Company, 211 E. 7th Street, #620, Austin, Texas 78701.

4. On information and belief, Clover Wireless is a company organized and existing under the laws of Delaware with its principal place of business at 2700 West Higgins Road Suite 100, Hoffman Estates, Illinois 60169. Clover Wireless is a direct wholly-owned subsidiary of Clover Technologies. Clover Wireless is registered to do business in the State of Texas and has Texas Secretary of State File Number 0801784351. Clover Wireless may be served with process through its registered agent, Corporation Service Company, 211 E. 7th Street, #620, Austin, Texas 78701.

5. On information and belief, Valu Tech is a company organized and existing under the laws of California with its principal place of business at 5850 Granite Parkway, Suite 720, Plano, Texas 75024. Valu Tech is an indirect wholly-owned subsidiary of Clover Technologies. Valu Tech is registered to do business in the State of Texas and has Texas Secretary of State File

Number 0802708931. Valu Tech may be served with process through its registered agent, Corporation Service Company, 211 E. 7th Street, #620, Austin, Texas 78701.

6. On information and belief, Teleplan Holdings is a company organized and existing under the laws of California with its principal place of business at 8875 Washington Boulevard Suite B, Roseville, California, 95678-6214. Teleplan Holdings is an indirect wholly-owned subsidiary of Clover Technologies. Teleplan Holdings may be served with process through its registered agent, Corporation Service Company, 211 E. 7th Street, #620, Austin, Texas 78701.

7. On information and belief, Teleplan Logistics is a company organized and existing under the laws of California with its principal place of business at 8875 Washington Boulevard Suite B, Roseville, California, 95678-6214. Teleplan Logistics is an indirect wholly-owned subsidiary of Clover Technologies. Teleplan Logistics is registered to do business in the State of Texas and Texas Secretary of State File Number 0800361464. Teleplan Logistics may be served with process through its registered agent, Corporation Service Company, 211 E. 7th Street, #620, Austin, Texas 78701.

8. On information and belief, Teleplan Texas is a company organized and existing under the laws of Texas with its principal place of business at 2700 Story Road W, Irving, Texas 75038. Teleplan Texas is an indirect wholly-owned subsidiary of Clover Technologies. Teleplan Texas is registered to do business in the State of Texas and has Texas Secretary of State File Number 162532400. Teleplan Texas may be served with process through its registered agent, Corporation Service Company, 211 E. 7th Street, #620, Austin, Texas 78701.

JURISDICTION AND VENUE

9. This is an action for patent infringement arising under the Patent Laws of the United States, Title 35 of the United States Code.

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because the action concerns the infringement of U.S. patents.

11. This Court has personal jurisdiction over Defendants. Defendants have established minimum contacts within this forum such that the exercise of jurisdiction over Defendants would not offend traditional notions of fair play and substantial justice. Moreover, Defendants regularly transact business in this Judicial District and have committed and continue to commit in this Judicial District acts of patent infringement as alleged in this Complaint.

12. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391(b) and (c), as well § 1400(b). Defendants maintain a regular and established place of business in this Judicial District and have committed in this Judicial District acts of patent infringement as alleged in this Complaint. Clover Technologies has a place of business at 5850 Granite Parkway, Suite 720, Plano, Texas 75024. Clover Technologies identified that address as a mailing address in its December 16, 2019 voluntary bankruptcy petition before the United States Bankruptcy Court for the District of Delaware. (*See In re Clover Techs. Grp., LLC*, Case No. 19-12680-KBO, Dkt. #1, (Bankr. D. Del. Dec. 16, 2019).) Clover Technologies is also identified on the Collin County, Texas tax assessor rolls at the same address. Clover Wireless and Value Tech also have a place of business at 5850 Granite Parkway, Suite 720, Plano, Texas 75024. Both were also identified as debtors in related bankruptcy cases that were jointly administered, with the same mailing address. (*See In re Clover Wireless, LLC,* Case No. 19-12684-KBO, Dkt. #1, (Bankr. D. Del. Dec. 16, 2019); *In re Valu Tech Outsourcing, LLC,* Case No. 19-12686-KBO, Dkt. #1, (Bankr. D. Del. Dec. 16, 2019).) The State Bar of Texas identifies Richard X. Fischer as an attorney at the following address: Clover Wireless, LLC, 5850 Granite Parkway, Suite 720, Plano, Texas 75024. (https://www.texasbar.com/AM/Template.cfm?Section=Find_A_Lawyer&template=/Customsou

rce/MemberDirectory/MemberDirectoryDetail.cfm&ContactID=363264, last accessed Jan. 13, 2021.) Teleplan Holdings, Teleplan Logistics, and Teleplan Texas also have a place of business at 5850 Granite Parkway, Suite 720, Plano, Texas 75024. On information and belief, in or around September 2020, Clover Wireless, Teleplan Holdings, Teleplan Logistics, and Teleplan Texas rebranded as Reconext. (https://www.businesswire.com/news/home/20200910005364/en/Teleplan-and-Clover-Wireless-Rebrand-as-Reconext-a-Leading-Provider-of-Aftermarket-Lifecycle-Services-for-Electronics, last accessed Jan. 13, 2020). On information and belief, Reconext is not a legal entity, but rather a trade name for Clover Wireless, Teleplan Holdings, Teleplan Logistics, and Teleplan Texas. The Reconext website identifies its headquarters at 5850 Granite Parkway, Suite 720, Plano, Texas 75024. (https://www.reconext.com/contact-us/, last accessed Jan. 13, 2021.) As of the filing of this amended complaint, both cloverwireless.com and teleplan.com redirect to reconext.com. The Reconext website also identifies the address for Clover Wireless as 5850 Granite Parkway, Suite 720, Plano, Texas 75024. (https://direct.reconext.com/pages/privacy-policy, last accessed Jan. 13, 2021.)

BACKGROUND

13. The most vulnerable portion of a smart phone or tablet is the protective transparent cover which is typically made of hardened glass. The underlying display of a smart phone or tablet which is protected by this transparent cover is one of the most expensive components in the device. In the initial years after the advent of the iPhone and Android smartphones, the repair for a display assembly with broken glass cover would involve replacement of the entire display assembly.

14. The introduction of active-matrix organic light-emitting diode ("AMOLED") displays in smart phones and tablets in 2011 offered better display technology but at a significantly

increased price. This made replacing the entire display assembly when the glass cover broke prohibitively expensive. After the introduction of AMOLED displays, Assurant, Inc. ("Assurant") approached business partners Kevin Barnett and Teo Chong Teck and asked them to develop a way to repair the glass cover in the touchscreen assembly of smartphones and tablets in order to avoid replacing the entire display assembly.

15. Messrs. Barnett and Teck designed a cutting machine and a method of using the machine to separate the glass cover from the underlying display without damaging the underlying display. The machine uses a cutting wire in the adhesive layer between the protective layer and the underlying display. The machine permits the height of the cutting wire to be adjusted to bring the cutting wire close to the underlying display and through the adhesive layer as the cutting wire traverses an area with broken glass. Because shards of broken glass often extend into the intermediate adhesive layer between the glass cover and the underlying display, this prevents the cutting wire from snagging those glass shards in the adhesive layer and damaging the underlying display. Using their technique, the broken glass cover is removed from the display assembly and a replacement touchscreen assembly is manufactured using the recovered underlying display and a new protective glass cover. This is a more efficient and, therefore, more cost-effective approach to fixing a display assembly with a broken glass cover than replacing the entire display assembly.

16. In 2012 Messrs. Barnett and Teck formed Viking Technologies Company Limited in Hong Kong ("Viking Hong Kong") and opened a factory in China that, using the patented technology, removed the broken glass covers from approximately 10,000 devices a month.

17. In late 2013, Assurant terminated its relationship with Viking Hong Kong. Viking Hong Kong continued to process broken display assemblies for other customers from 2014 until

2016, but not at the consistent volume it had previously done for Assurant, and eventually ceased operating.

18. Today, broken glass covers are the most common insurance claim and warranty claim for smartphones and tablets and almost 30 million broken display assemblies are replaced every year, resulting in a $3.4 billion annual market. (https://www.prnewswire.com/news-releases/mobile-myths-cost-consumers-dearly-as-americans-report-spending-3-4-billion-replacing-millions-of-smartphone-screens-last-year-300753419.html, last accessed Nov. 5, 2020.) Defendants' infringement of the Patents-in-Suit has allowed them to capture a large share of this replacement market.

PATENTS-IN-SUIT

Background

19. The '953 Patent is entitled "Method and Apparatus for Display Screen Shield Replacement" and was duly issued by the U.S. Patent and Trademark Office on November 8, 2014. Viking is the owner by assignment of the '953 Patent. It is valid and enforceable, and was duly issued in full compliance with the Patent Laws of the United States, Title 35 of the United States Code. A true and correct copy of the '953 Patent is attached hereto as Exhibit 1.

20. Viking owns all substantial right, title, and interest in the '953 Patent, and holds the right to sue and recover damages for infringement thereof, including past infringement.

21. The '537 Patent is entitled "Method and Apparatus for Display Screen Shield Replacement" and was duly issued by the U.S. Patent and Trademark Office on March 5, 2019. Viking is the owner by assignment of the '537 Patent. It is valid and enforceable, and was duly issued in full compliance with the Patent Laws of the United States, Title 35 of the United States Code. A true and correct copy of the '537 Patent is attached hereto as Exhibit 2.

22. Viking owns all substantial right, title, and interest in the '537 Patent, and holds the right to sue and recover damages for infringement thereof, including past infringement.

23. The Patents-in-Suit describe and claim a particular way of using a cutting device, such as a cutting wire, to remove the protective glass cover from a display assembly without damaging the underlying display, such that the display assembly can be remanufactured using a new protective glass cover.

24. The claims of the Patents-in-Suit are not directed to abstract ideas and are not merely attempting to limit a method of organizing human activity or an idea itself to a particular technological environment. The claimed technology (e.g., a method of removing a protective glass cover from a display unit having a glass cover, an electronic display portion, and an intermediate adhesive layer therebetween) are expressly directed to methods of using cutting devices, which are not abstract methods or abstract ideas. The method of using a cutting device claimed in the Patents-in-Suit exists only in a concrete and tangible form, and the claimed inventions cannot be accomplished through pen-and-paper or the human mind. As alleged above, the claimed methods provided a technical solution to an existing technical problem. Accordingly, the claims of the Patents-in-Suit are not directed to an abstract idea.

25. When viewed as a whole, the claims, including as an ordered combination, are not merely a recitation of well-understood, routine, or conventional technologies or components. The claimed inventions were not well-known, routine, or conventional at the time of the invention and represent specific improvements over the prior art and existing systems and methods. The claimed technology (e.g., a method of removing a protective glass cover from a display unit having a glass cover, an electronic display portion, and an intermediate adhesive layer therebetween) was not known in the prior art at the time of the invention, let alone well-known, routine, or conventional.

26. Claim 1 of the ’953 Patent recites:

A method of removing a protective glass top surface from a display unit having a glass top, an electronic display portion, and an intermediate layer therebetween, the display unit defining an axis extending along said intermediate layer, the method comprising the steps of: fixing the display unit in a carriage with the intermediate layer being exposed on all sides; aligning a cutting device in a coplanar relationship with the intermediate layer; biasing the cutting device in the intermediate layer adjacent the electronic display portion and away from the glass, driving the cutting device into the intermediate layer while moving the cutting device and display unit relative to each other along a diagonal direction relative to said display unit axis; advancing the cutting device into the intermediate layer to separate the glass top from the electronic display portion.

27. Claim 8 of the ’953 Patent recites:

A method of separating a protective glass top surface from a display unit having a glass top, an electronic display portion, and an intermediate layer therebetween, the method comprising the steps of: fixing the display unit in a carriage with the intermediate layer being exposed on all sides; aligning a cutting blade in a coplanar relationship with the intermediate layer; biasing the cutting blade in the intermediate layer immediately adjacent the electronic display portion and away from the glass by locating the guide path of the blade below the display; heating a side of the cutting blade facing away from said electronic display portion, and cooling a side of the cutting blade facing toward said electronic display portion; driving the cutting blade into the intermediate layer so that the cutting blade and display unit are moved relative to each other along an axis generally orthogonal to the cutting blade; advancing the cutting blade into the intermediate layer to separate the glass top from the electronic display portion.

28. Claim 1 of the ’537 Patent recites:

A method of removing a protective glass top surface from a display unit having a glass top, an electronic display portion, and a planar intermediate layer therebetween, the method comprising the steps of: fixing the display unit in a carriage with the intermediate layer being exposed on all sides; aligning a cutting device in a coplanar relationship with the intermediate layer; biasing the cutting device in the intermediate layer adjacent the electronic display portion and away from the glass; driving the cutting device into the intermediate layer while moving the cutting device and display unit relative to each other along an axis generally orthogonal to the cutting device; and advancing the cutting device into the intermediate layer to separate the glass top from the electronic display portion.

29. Claim 9 of the ’537 Patent recites:

A method of separating a protective glass top surface from a display unit having a glass top, an electronic display portion, and a planar intermediate layer therebetween, method comprising the steps of: fixing the display unit in a carriage with the intermediate layer being exposed on all sides; aligning a cutting wire in a coplanar relationship with the intermediate layer; biasing the cutting wire in the intermediate layer immediately adjacent

the electronic display portion and away from the glass by locating the guide path of the wire below the display; driving the cutting wire into the intermediate layer while moving it reciprocally therethrough so that the cutting device and display unit are moved relative to each other along an axis generally orthogonal to the cutting wire; and advancing the cutting wire into the intermediate layer to separate the glass top from the electronic display portion.

COUNT I
(INFRINGEMENT OF THE '953 PATENT)

30. Viking repeats and re-alleges the allegations of Paragraphs 1–28 above as if fully set forth herein.

31. On information and belief, Defendants have infringed and continue to infringe one or more claims of the '953 Patent, including but not limited to Claims 1 and 8, pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by using the patented methods of the '953 Patent in the United States without authority to remove broken glass covers from display assemblies. Defendants operate phone repair and remanufacture facilities, including in this judicial district, where they practice the patented method of the '953 Patent to remove the glass cover from the underlying display as part of the remanufacturing process for display assemblies for smartphones and tablets.

32. On information and belief, Defendants have infringed and continue to infringe one or more claims of the '953 Patent, including but not limited to Claims 1 and 8, pursuant to 35 U.S.C. § 271(g), by selling in, offering to sell in, using in, or importing into the United States display assemblies manufactured or otherwise produced using a process that practices at least one claimed method of the '953 Patent. Defendants sell, offer to sell, use and/or import display assemblies that are remanufactured, either in the United States or abroad, using the patented method of the '953 Patent, including by providing remanufactured display assemblies for

smartphones and tablets at their mobile device repair facility in this judicial district and throughout the United States, and by mail-in services.

33. Defendants are on notice of their infringement of the ’953 Patent by no later than the filing and service of this Complaint.

34. Defendants have willfully infringed and continue to willfully infringe the ’953 Patent with knowledge of the ’953 Patent or were willfully blind to the ’953 Patent and the risk of infringement.

35. Defendants have directly infringed the ’953 Patent and are thus liable for infringement of the ’953 Patent pursuant to 35 U.S.C. § 271. Viking has suffered, and continues to suffer, damage because of Defendants’ unlawful infringement of the ’953 Patent. Viking is entitled to recover from Defendants the damages adequate to compensate for such infringement, which have yet to be determined.

COUNT II
(INFRINGEMENT OF THE ’537 PATENT)

36. Viking repeats and re-alleges the allegations of Paragraphs 1–28 above as if fully set forth herein.

37. On information and belief, Defendants have infringed and continue to infringe one or more claims of the ’537 Patent, including but not limited to Claims 1 and 9, pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by using the patented methods of the ’537 Patent in the United States without authority to remove broken glass covers from display assemblies. Defendants operate phone repair and remanufacture facilities, including in this judicial district, where they practice the patented method of the ’537 Patent to remove the glass cover from the underlying display as part of the remanufacturing process for display assemblies for smartphones and tablets.

38. On information and belief, Defendants have infringed and continue to infringe one or more claims of the '537 Patent, including but not limited to Claims 1 and 9, pursuant to 35 U.S.C. § 271(g), by selling in, offering to sell in, using in, or importing into the United States display assemblies manufactured or otherwise produced using a process that practices at least one claimed method of the '537 Patent. Defendants sell, offer to sell, use and/or import display assemblies that are remanufactured, either in the United States or abroad, using the patented method of the '537 Patent, including by providing remanufactured display assemblies for smartphones and tablets at its mobile device repair facility in this judicial district and throughout the United States, and by mail-in services.

39. Defendants are on notice of their infringement of the '537 Patent by no later than the filing and service of this Complaint.

40. Defendants have willfully infringed and continue to willfully infringe the '537 Patent with knowledge of the '537 Patent or were willfully blind to the '537 Patent and the risk of infringement.

41. Defendants have directly infringed the '537 Patent and are thus liable for infringement of the '537 Patent pursuant to 35 U.S.C. § 271. Viking has suffered, and continues to suffer, damage because of Defendants' unlawful infringement of the '537 Patent. Viking is entitled to recover from Defendants the damages adequate to compensate for such infringement, which have yet to be determined.

PRAYER FOR RELIEF

WHEREFORE, Viking respectfully requests that this Court enter judgment in its favor as follows:

a. holding that Defendants have directly infringed literally and/or under the doctrine of equivalents, one or more claims of the Patents-in-Suit;

b. holding that Viking is entitled to pre-suit damages consistent with, *e.g.*, 35 U.S.C. § 287;

c. awarding Viking the damages to which it is entitled under 35 U.S.C. § 284 for Defendants' past infringement, including a reasonable royalty and lost profits, and the trebling of such damages dues to the wilful nature of the infringement;

d. holding that this is an exceptional case pursuant to 35 U.S.C. § 285;

e. awarding reasonable attorneys' fees in this action;

f. awarding Viking costs and expenses in this action;

g. awarding Viking pre- and post-judgment interest on its damages;

h. enjoining Defendants from further infringement of the Patents-in-Suit; and

i. awarding Viking such other and further relief in law or in equity as this Court deems just and proper.

JURY DEMAND

Viking, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any and all issues so triable by right.

Dated: June 21, 2021

/s/ Mark S. Raskin

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was filed electronically in compliance with Local Rule CV-5(a). Therefore, this document was served on all counsel who are deemed to have consented to electronic service on this the 21st day of June 2021.

/s/ Mark S. Raskin