

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

PANTECH CORPORATION and  
PANTECH WIRELESS, LLC

Plaintiffs,

v.

BLU PRODUCTS INC.,

Defendant.

Case No.

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiffs Pantech Corporation (“Pantech Corp.”) and Pantech Wireless, LLC (Pantech Wireless”) (collectively, “Plaintiffs”), for their Complaint against Defendant Blu Products, Inc. (“Blu” or “Defendant”), allege the following:

**NATURE OF THE ACTION**

1. This is an action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.*

**THE PARTIES**

2. Pantech Corp. is an entity organized under the laws of South Korea, with a place of business at 8, Yangjaecheon-ro 21gil, Suite 402, Seoul, 06748, Republic of Korea.

3. Pantech Wireless is the wholly owned subsidiary of Pantech Corp. Pantech Wireless is an entity organized under the laws of Texas, with a place of business at 3000 Polar Lane, #302, Cedar Park, TX 78613.

4. Defendant Blu Products, Inc. is a Florida for-profit corporation, with a principal place of business located at 10814 NW 33rd Street, Suite 100, Doral, FL 33172.

5. Defendant maintains a registered agent for service of process in Florida: Bernard L. Egozi, at 2999 NE 191st Street, Number 407, Aventura, Florida 33180.

6. Defendant is in the business of providing information and communication technology solutions. Specifically, Defendant provides and makes available for sale wireless telecommunications equipment, including smartphones, tablets and mobile phones.

### **JURISDICTION AND VENUE**

7. This Court has subject matter jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because the action arises under the patent laws of the United States, 35 U.S.C. § 271, *et seq.*

8. This Court has personal jurisdiction over Defendant. Defendant has sufficient minimum contacts within the State of Florida and this district, pursuant to due process, because: (a) Plaintiffs' claims arise in whole or in part from Defendant's conduct in Florida; (b) Blu Products, Inc., has a principal place of business in Florida; (c) Defendant is incorporated in the state of Florida and has purposely availed itself of the privileges of conducting business in the State of Florida by regularly conducting and soliciting businesses within the State of Florida and within this district; (d) Defendant maintains a registered agent for service of process in Florida: Bernard L. Egozi, at 2999 NE 191st Street, Number 407, Aventura, Florida 33180; and (e) on information and belief, Defendant sells and offers to sell products and services through the United States, including in this district, and introduces products and services that enter into the stream of commerce and that incorporate infringing technology knowing that they would be sold in this judicial district and elsewhere in the United States.

9. Venue is proper in this district pursuant to 28 U.S.C. § 1400(b) as Blu is incorporated in the State of Florida and has a regular and established place of business in this district of 10814 NW 33rd Street, Suite 100, Doral, Florida 33172.

**ACCUSED INSTRUMENTALITIES**

10. Defendant makes, uses, sells and offers for sale, provides, and causes to be used, now and within the past six years, the S Series, G Series and Vivo Series devices, and certain other LTE-capable devices (the “Accused Instrumentalities”).

11. Venue is proper in this district pursuant to 28 U.S.C. § 1400(b) as Blu is incorporated in the State of Florida and has a regular and established place of business in this district of 10814 NW 33rd Street, Suite 100, Doral, Florida 33172.

12. For example, Defendant advertises that the S Series, G Series, C Series, Win Series, R Series, Life One Series and Vivo Series products, such as S1, G5, G5-Plus, G50, G50-Plus, G50 Mega, G6, G60, G8, G70, G80, G9, G9-Pro, G90, G90-Pro, C6L 2020, C6 2020, C5L 2020, C6L, Win HD LTE, Win JR LTE, Studio 6 LTE, R2 LTE, R1 HD, Life One (2015), Life One XL, Life One X2, Life One X2 Mini, Vivo XI, Vivo XI+, Vivo X5, Vivo XL5, Vivo 8L, Vivo 8, Pure XR and Vivo XL2, are compliant with LTE cellular network standards.

**PATENTS-IN-SUIT**

13. The Asserted Patents are U.S. Patent Nos. 10,841,142, 10,904,714, 9,807,799, 9,313,809, and 10,869,247.

14. U.S. Patent No. 10,841,142 (the “’142 Patent”), is entitled “Method and Apparatus for Transmitting and Receiving Reference Signal in Wireless Communication System.” On May 7, 2020, Pantech Corp. obtained full and complete ownership, title and interest in the ’142 Patent.<sup>1</sup>

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<sup>1</sup> The named inventor of the ’142 Patent is Sung Jun Yoon. The application was filed February 11, 2019 and the ’142 Patent issued on November 17, 2020. The inventor assigned the parent application, U.S. Patent App. No. 13/891,522 and any continuations thereto, including the application underlying the ’142 Patent, to Pantech Co., Ltd. on May 10, 2013. On July 6, 2016, Pantech Co., Ltd. transferred the interest to Pantech Inc. On October 31, 2016, Pantech Inc. transferred the interest to Goldpeak. On May 7, 2020, Goldpeak transferred the interest to Pantech Corp.

15. U.S. Patent No. 10,904,714 (the “’714 Patent”) is entitled “Mobile terminal and control method.” On May 7, 2020, Pantech Corp. obtained full and complete ownership, title and interest in the ’714 Patent.<sup>2</sup>

16. U.S. Patent No. 9,807,799 (the “’799 Patent”) is entitled “Method and apparatus for terminating transmission of a message in an enhanced random access channel.” On April 27, 2021, Pantech Wireless obtained full and complete ownership, title and interest in the ’799 Patent.<sup>3</sup>

17. U.S. Patent No. 9,313,809 (the “’809 Patent”) is entitled “Method and apparatus for terminating transmission of a message in an enhanced random access channel.” On April 27, 2021, Pantech Wireless obtained full and complete ownership, title and interest in the ’809 Patent.<sup>4</sup>

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<sup>2</sup> The named inventors of the ’714 Patent are Tae Young Lee and Tae Yong Kim. The U.S. patent application was filed on November 25, 2019, published March 19, 2020, and the ’714 Patent issued on January 26, 2021. On July 11, 2011, the inventors assigned the parent application, U.S. Patent App. No. 13/191,363 and any continuations thereto, including the application underlying the ’714 Patent, to Pantech Co., Ltd. On October 22, 2015, Pantech Co. Ltd. transferred the interest to Pantech Inc. On October 31, 2016, Pantech Inc. transferred the interest to Goldpeak. On May 7, 2020, Goldpeak transferred the interest to Pantech Corp.

<sup>3</sup> The named inventors of the ’799 Patent are Benoit Pelletier, Diana Pani, Rocco DiGirolamo, Christopher R. Cave, Vincent Roy, Paul Marinier, and Eldad M. Zeira. The U.S. patent application was filed on June 30, 2014, published October 23, 2014, and the ’799 Patent issued on October 31, 2017. On November 24, 2008, the inventors assigned the parent application, U.S. Patent App. No. 12/238,910 and any continuations thereto, including the application underlying the ’799 Patent, to InterDigital Patent Holdings, Inc. On October 11, 2013, InterDigital Patent Holdings, Inc. transferred the interest to InterDigital Holdings, Inc., who transferred the interest to InterDigital, Inc., who transferred the interest to DST Holdings, Inc. On October 15, 2013, DST Holdings, Inc. transferred the interest to Signal Trust for Wireless Innovation (“Signal Trust”). On December 30, 2020, Signal Trust transferred the interest to RnB Wireless LLC (“RnB Wireless”). On April 27, 2021, RnB Wireless transferred the interest to Pantech Wireless.

<sup>4</sup> The named inventors of the ’809 Patent are Benoit Pelletier, Diana Pani, Rocco DiGirolamo, Christopher R. Cave, Vincent Roy, Paul Marinier, and Eldad M. Zeira. The U.S. patent application was filed on June 30, 2014, published October 16, 2014, and the ’809 Patent issued on April 12, 2016. On November 24, 2008, the inventors assigned the parent application, U.S. Patent App. No. 12/238,910 and any continuations thereto, including the application underlying the ’809 Patent, to InterDigital Patent Holdings, Inc. On October 11, 2013, InterDigital Patent Holdings, Inc. transferred the interest to InterDigital Holdings, Inc., who transferred the interest to InterDigital, Inc., who transferred the interest to DST Holdings, Inc. On October 15, 2013, DST Holdings, Inc.

18. U.S. Patent No. 10,869,247 (the “’247 Patent”) is entitled “Supporting uplink transmissions.” On April 27, 2021, Pantech Wireless obtained full and complete ownership, title and interest in the ’247 Patent.<sup>5</sup>

19. Pantech Corp. is the rightful owner of the ’142 and ’714 Patents and holds the entire right, title and interest in the ’142 and ’714 Patents, including the right to collect for past damages.

20. Pantech Wireless is the rightful owner of the ’799, ’809, and ’247 Patents and holds the entire right, title and interest in the ’799, ’809, and ’247 Patents, including the right to collect for past damages.

## **BACKGROUND**

### **Pantech Corp.**

21. Pantech Co., Ltd., the predecessor in interest to what is now Pantech Corporation<sup>6</sup>, was originally founded in 1991 in Seoul, South Korea as a competitor in the wireless phone marketplace.

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transferred the interest to Signal Trust. On December 30, 2020, Signal Trust transferred the interest to RnB Wireless. On April 27, 2021, RnB Wireless transferred the interest to Pantech Wireless.

<sup>5</sup> The named inventors of the ’247 Patent are Guodong Zhang, Sung-Hyuk Shin, Stephen E. Terry, James M. Miller, and Stephen G. Dick. The U.S. patent application was filed on August 31, 2020 and the ’247 Patent issued on December 15, 2020. On October 5, 2006, the inventors assigned the parent application, U.S. Patent App. No. 10/962,720 and any continuations thereto, including the application underlying the ’247 Patent, to InterDigital Technology Corporation. On October 11, 2013, InterDigital Technology Corporation transferred the interest to InterDigital Holdings, Inc., who transferred the interest to InterDigital, Inc., who transferred the interest to DST Holdings, Inc. On October 15, 2013, DST Holdings, Inc. transferred the interest to Signal Trust. On December 30, 2020, Signal Trust transferred the interest to RnB Wireless. On April 27, 2021, RnB Wireless transferred the interest to Pantech Wireless.

<sup>6</sup> Pantech Co., Ltd. was formed in 1991, and as the result of a restructuring and acquisition in 2015 became Pantech, Inc. Thereafter, Pantech Corporation was formed. Pantech, Inc. transferred its assets to Pantech Corp. as part of an asset sale in 2020 (these three entities are hereinafter referred to collectively as “Pantech”).

22. Throughout the 1990s and 2000s, Pantech rose to become a leading manufacturer of mobile phones. By 2012, Pantech had become the second best-selling Korean handset maker.

23. Pantech's products are sold in South Korea, the United States, Japan, China, Europe, Vietnam, and other countries around the world. Pantech launched operations in the United States in 2003.

24. Pantech's portfolio of intellectual property is broad and extensive, comprising thousands of worldwide patents and patent applications in the areas of telecommunications, "smart" devices, and Internet of Things products. Pantech's portfolio, in one aspect, covers wireless communication systems and devices and methods for using those communication systems. In the wireless technology space alone, Pantech holds more than 200 U.S. patents and applications, many of which have been declared standard essential patents.

25. Pantech has invested heavily in research and development, investing, on average, over 10% of its annual revenue in research and development. Pantech's research and development efforts in network technology include, but are not limited to, technologies focused on LTE & 5G networks, WCDMA/CDMA, WiMAX, WiFi, Near Field Communication (NFC), Visible Light Communication, Human Body Communication, Ultra-Wideband Communication and IP Mesh Network.

26. Over the last decade, Pantech has enthusiastically contributed to the 3rd Generation Partnership Project (3GPP) LTE/LTE-A standardization by submitting proposals to TSG RAN, RAN1, and RAN2. Indeed, Pantech secured numerous LTE Standard Essential Patents and patent applications (SEPs) in connection with its contributions. In 2014, National Applied Research Labs in Taiwan reported that Pantech held 1% of LTE-related SEPs, and that number has only increased since 2014.

27. Recognizing the value of its own portfolio and its potential role in the Fourth Industrial Revolution, Pantech has committed to making its intellectual property available in the marketplace, including to competitors. On its website, under the heading “IP Umbrella Services,” Pantech offers to exchange intellectual property and technology, and collaborate with competitors and patent holders, through licenses, to enable the market to identify new technological ventures.

28. Pantech Corp. is the owner by assignment of a portfolio of patents, including the Asserted Patents described in Paragraphs 14-15 and in detail in the counts below, that relate to mobile device user interface features and technology for cellular communications networks, including variations or generations of cellular communication network technology such as, but not limited to LTE, as discussed herein.

### **Pantech Wireless**

29. InterDigital, Inc. (“InterDigital”) is a wireless research and development company that has, for decades, been a pioneer in the development of fundamental wireless technologies that are at the core of mobile devices, networks, and services worldwide. InterDigital has been one of the major contributors to worldwide mobile standards over the past 20 years.

30. In 2013, InterDigital established Signal Trust for Wireless Innovation (“Signal Trust”) to help license InterDigital’s vast patent portfolio of more than 500 patents and patent applications, which included primarily patents essential and important to 3G and LTE technologies which were developed by InterDigital’s engineers. Proceeds from Signal Trusts efforts were earmarked to fund analysis of intellectual property rights and the technological, commercial, and creative innovations they facilitate.

31. A portion of the patent portfolio created by InterDigital and transferred to Signal Trust was thereafter transferred to RnB Wireless LLC and then to Pantech Wireless.

32. Pantech Wireless is the owner by assignment of a portfolio of patents, including the Asserted Patents described in Paragraphs 16-18 and in detail in the counts below, that relate to mobile device user interface features and technology for cellular communications networks, including variations or generations of cellular communication network technology such as, but not limited to UMTS, WCDMA, 3G, and LTE, as discussed herein.

**Negotiations Between the Parties**

33. Cellular communication network technology is used to provide data transmission across mobile cellular networks.

34. It is critical for cellular communication network technology to be standardized around the globe. Independent standard-setting organizations, like the European Telecommunications Standards Institute (ETSI), establish global standards for the telecommunication industries. ETSI, along with other standard-setting organizations, have made it possible to have global interoperability between networks, devices and network operators.

35. ETSI sets forth a policy in order to balance intellectual property protections against the need for an open standard by designating certain intellectual property rights (IPR) as “essential.” ETSI sets forth the following definition of “essential”:

“ESSENTIAL” as applied to IPR means that it is not possible on technical (but not commercial) grounds, taking into account normal technical practice and the state of the art generally available at the time of standardization, to make, sell, lease, otherwise dispose of, repair, use or operate EQUIPMENT or METHODS which comply with a STANDARD without infringing that IPR. For the avoidance of doubt in exceptional cases where a STANDARD can only be implemented by technical solutions, all of which are infringements of IPRs, all such IPRs shall be considered ESSENTIAL.

Clause 15.6 of the ETSI IPR Policy, <https://www.etsi.org/images/files/IPR/etsi-ipr-policy.pdf>.

36. Blu is required to have a license to one or more essential patents owned by Pantech and Pantech Wireless including the Asserted Patents that are identified as essential.



37. Pantech Corp., through its predecessor-in-interest, Goldpeak, first sent a letter to Mr. Samuel Ohev-Zion, CEO of Defendant, on March 6, 2018 offering to license patents currently owned and/or managed by Pantech Corp., including those that are essential to cellular standards including LTE and LTE-Advanced. The correspondence identified Blu products, such as Vivo 8L, S1, Vivo 8, Pure XR, Vivo XL2, R2LTE, R1 HD, Life One X2 and Life One X2 Mini, that were covered by claims of the offered patents and attached a list of Pantech's patents, including those covering Blu's products.

38. Since then, Pantech Corp., directly or through its predecessors-in-interest, engaged in additional communication with Blu through emails, letters, and telephonic meetings regarding licensing patents owned by Pantech Corp. and Pantech Wireless, including those that are essential to cellular standards including LTE. Pantech provided detailed proposals to Blu on September 25, 2020 and on December 15, 2020. In January 2021, Pantech Corp. filed an action for patent infringement in this district asserting infringement of six of its patents. Case No. 1:21-cv-20327-MGC (S.D. Fl.). The case remains pending, though Blu has entered into a stipulation that it will not contest infringement or validity in that case. Though prior to, and since the filing of, its complaint, Pantech has continuously attempted to license its patents, including the patents asserted herein, on fair and reasonable terms, Blu has still elected not to license Pantech Corp.'s patents. The result is that Blu has continued, and continues today, to make, use, sell and offer for sale Pantech Corp.'s patented technology without license.

39. Pantech Wireless, through its predecessor-in-interest, Signal Trust, first sent a letter to Mr. Samuel Ohev-Zion, CEO of Defendant, on May 15, 2017 offering to license patents currently owned and/or managed by Pantech Wireless, including those that are essential to cellular standards including 3G and LTE. On July 11, 2017, Signal Trust followed up with additional

correspondence offering to license such patents. The correspondence identified Blu products, such as the PURE series, VIVO series, LIFE ONE/MAX series, ENERGY X PLUS series, and ADVANCE series devices, that were covered by claims of the offered patents and attached claim charts demonstrating BLU's practice of several exemplary patents, including the asserted '809 Patent.

40. On May 19, 2021, Pantech Corp., through its counsel, informed Blu that Pantech Wireless had been assigned the Signal Trust patents.

41. In accordance with ETSI's policy, Pantech Corp. and Pantech Wireless (through Pantech Corp.) provided Blu with multiple license offers on terms that are fair, reasonable and non-discriminatory ("FRAND") for both the Pantech Corp. and Pantech Wireless patents. The United States Department of Justice, with the United States Patent and Trademark Office (USPTO) and the National Institute of Standards and Technology (NIST), have made clear that patent owners and potential licensees of essential patents should "engage in good-faith negotiations to reach F/RAND license terms" to "help reduce the costs and other burdens associated with litigation." 2019 Policy Statement on Remedies for SEPs Subject to Voluntary F/RAND Commitments, <https://www.justice.gov/atr/page/file/1228016/download> (December 19, 2019).

42. Pantech Corp. and Pantech Wireless have made continuous and good faith efforts to negotiate, including but not limited to providing technical details regarding the Asserted Patents and their "standards essential" nature and offering to license the Asserted Patents and other offered patents on FRAND terms. However, Defendant has not engaged in good faith discussions or negotiations with Pantech Corp. or Pantech Wireless.

43. Defendant has been operating and continue to operate without a license to Plaintiffs' standards-essential and other patents. The parties' licensing negotiations to-date have

been unsuccessful because Defendant refuse to accept Plaintiffs' fair, reasonable and non-discriminatory licensing terms.

**COUNT I – INFRINGEMENT OF U.S. PATENT NO. 10,841,142**

44. The allegations set forth in the foregoing paragraphs 1 through 43 are incorporated into this claim for relief.

45. On November 17, 2020 the '142 Patent, entitled "Method and Apparatus for Transmitting and Receiving Reference Signal in Wireless Communication System," was duly and legally issued by the United States Patent and Trademark Office from U.S. Patent Application No. 16/272,473, filed on February 11, 2019. The '142 Patent claims foreign priority to KR 10-2012-0050406, filed on May 11, 2012. A true and correct copy of the '142 Patent is attached as Exhibit 1.

46. Pantech Corp. is the assignee and owner of all right, title and interest in and to the '142 Patent, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

47. The '142 Patent discloses at least a method and an apparatus for transmitting and receiving a reference signal in a wireless communication system. For example, the '142 Patent discloses a method of using a reference signal by a User Equipment (UE) in a wireless communication system that includes a cyclic shift hopping initial value parameter and a virtual cell identifier parameter, and using the cyclic shift hopping initial value parameter and virtual cell identifier parameter to determine a base sequence of a reference signal sequence and a cyclic shift value of the reference signal sequence for the reference signal, and generating and transmitting a reference signal based on those values. Compliance with 3GPP TS 36.211 and TS 36.331, as required by at least the LTE cellular standard, requires the use of the inventions recited in at least claim 1 of the '142 Patent, including the functionality described in this paragraph.

48. Upon information and belief, Defendant has and continues to directly infringe at least claim 1 of the '142 Patent by making, using, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States, Accused Instrumentalities that practice at least claim 1 of the '142 Patent (the "Blu Accused '142 Instrumentalities"). Defendant also has and continues to directly infringe at least claim 1 by practicing claim 1 through the Blu Accused '142 Instrumentalities, and by causing the Blu Accused '142 Instrumentalities to practice the patented inventions.

49. Blu Accused '142 Instrumentalities include, for example, G series phones (*e.g.*, G51-Plus, G91, G71, G61, G5, G5-Plus, G50, G50-Plus, G50-Mega, G6, G60, G8, G70, G80, G9, G9-Pro, G90, G90-Pro), J series phones (*e.g.*, J9L, J7L, J5L), VIVO series phones (*e.g.*, VIVO X5, VIVO XL5, VIVO XI, VIVO XI+) and other LTE-compatible products that support the use of reference signals in compliance with 3GPP TS 36.211 and TS 36.331. On information and belief, each of the Blu Accused '142 Instrumentalities incorporates at least one processor configured to comply with one or more of LTE Advanced, LTE Release 10 or later cellular communication protocols. Each of the Blu Accused '142 Instrumentalities incorporates at least one processor configured to operate as a LTE Category 6 (cat6, cat-6) or higher category level. Each of the Blu Accused '142 Instrumentalities incorporates at least one processor configured to support LTE TDD duplex modes.

50. Certain exemplary Blu Accused '142 Instrumentalities incorporate a MediaTek Helio chipset, application processor, SoC, or system-on-chip (*e.g.*, MediaTek Helio A22). Information and documents from MediaTek's website indicate that each of the incorporated MediaTek Helio chipsets operates as a LTE Category 6 (cat6, cat-6) or higher category level, and/or supports LTE TDD duplex modes. On information and belief, each incorporated MediaTek

Helio chipset, application processor, SoC, or system-on-chip complies with one or more of LTE Advanced, LTE Release 10 or later cellular communication protocols including at least 3GPP TS 36.211 and 3GPP TS 36.213.

51. Certain exemplary Blu Accused '142 Instrumentalities incorporate a Qualcomm chipset, application processor, SoC, or system-on-chip (*e.g.*, Qualcomm Snapdragon 450, 665, or MSM8909). On information and belief, each of the incorporated Qualcomm chipsets operates as a LTE Category 6 (cat6, cat-6) or higher category level, and/or supports LTE TDD duplex modes. On information and belief, each incorporated Qualcomm chipset, application processor, SoC, or system-on-chip complies with one or more of LTE Advanced, LTE Release 10 or later cellular communication protocols including at least 3GPP TS 36.211 and 3GPP TS 36.213.

52. Defendant was made aware of the '142 Patent and its infringement thereof at least as early as the date of filing of this Complaint.

53. Since at least as early as the filing of this Complaint, Defendant's infringement will have been, and continue to be willful.

54. Upon information and belief, the Blu Accused '142 Instrumentalities are used, marketed, provided to, and/or used by or for Defendant's partners, clients, customers/subscribers and end users across the country and in this district.

55. Upon information and belief, Defendant has induced and continues to induce others to infringe at least claim 1 of the '142 Patent under 35 U.S.C. § 271(b) by, among other things, and with specific intent or willful blindness, actively aiding and abetting others to infringe, including, but not limited to Defendant's partners, clients, customers/subscribers, and end users, whose use of the Blu Accused '142 Instrumentalities constitute direct infringement of at least one claim of the '142 Patent.

56. In particular, Defendant's actions that aid and abet others such as its partners, customers/subscribers, clients, and end users to infringe include advertising and distributing the Blu Accused '142 Instrumentalities, and providing instruction materials, training and services regarding the Blu Accused '142 Instrumentalities.

57. Any party, including Defendant's partners, clients, customers/subscribers, and end users, using the Blu Accused '142 Instrumentalities necessarily infringes the '142 Patent because the inventions of the '142 Patent are required to comply with the LTE cellular standard (3GPP TS 36.211 and 36.331). Defendant advertises its Blu Accused '142 Instrumentalities as compliant with LTE, which induces others to infringe the '142 Patent. Defendant has knowingly induced infringement since at least as early as the filing of this complaint, when Defendant was made aware of the '142 Patent.

58. Upon information and belief, Defendant is liable as a contributory infringer of the '142 Patent under 35 U.S.C. § 271(c) by offering to sell, selling and importing into the United States the Blu Accused '142 Instrumentalities that infringe the patented inventions, to be especially made or adapted for use in an infringement of the '142 Patent. Each of the Blu Accused '142 Instrumentalities is a material component for use in practicing the '142 Patent and is specifically made and not a staple article of commerce suitable for substantial non-infringing use. In particular, each of the Blu Accused '142 Instrumentalities is advertised to be compliant with the relevant standards and primarily used in compliance with such standards.

59. Pantech Corp. has been harmed by Defendant's infringing activities.

**COUNT II – INFRINGEMENT OF U.S. PATENT NO. 10,904,714**

60. The allegations set forth in the foregoing paragraphs 1 through 43 are incorporated into this claim for relief.

61. On January 26, 2021, the '714 Patent, entitled "Mobile Terminal and Control Method," was duly and legally issued by the United States Patent and Trademark Office from U.S. Patent Application No. 16/694,905, filed on November 25, 2019. The '714 Patent claims foreign priority to KR 10-2010-0081908, filed on August 24, 2010. A true and correct copy of the '714 Patent is attached as Exhibit 2.

62. Pantech Corp. is the assignee and owner of all right, title and interest in and to the '714 Patent, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

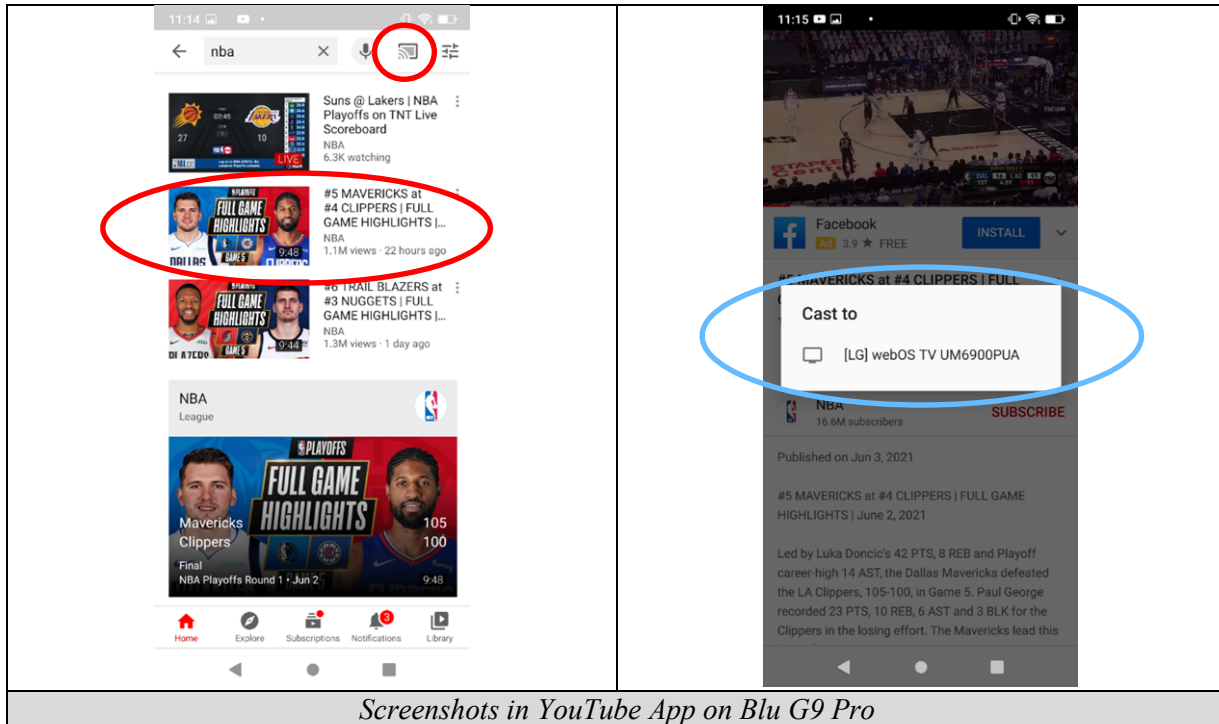
63. The '714 Patent discloses a mobile terminal and a control method using the mobile terminal that shares content with a device and may control the device using a cloud server system.

64. Upon information and belief, Defendant has and continues to directly infringe at least claim 1 of the '714 Patent by making, using, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States, Accused Instrumentalities that practice at least claim 1 of the '714 Patent (the "Blu Accused '714 Instrumentalities"). Defendant also has and continues to directly infringe at least claim 1 by practicing claim 1 through the Blu Accused '714 Instrumentalities, and by causing the Blu Accused '714 Instrumentalities to practice the patented inventions.

65. Blu Accused '714 Instrumentalities include, for example, any BLU smartphone with built-in Google Cast function, which allows the smartphone (*e.g.*, Blu G9 Pro) to select and control streaming of online content onto, for example, smart TVs or other display devices.

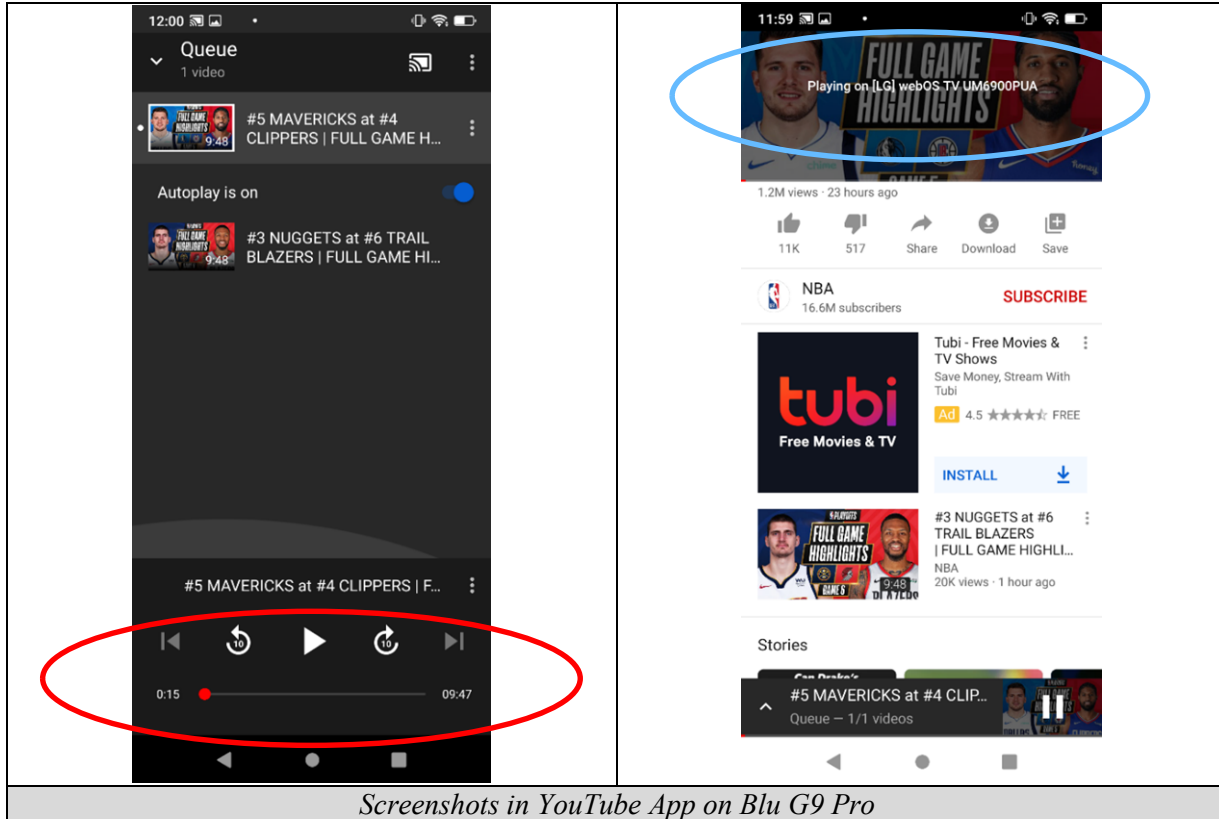
66. For example, the Blu G9 Pro has a native YouTube application, which, via the casting function, controls the Blu G9 Pro to cast the streaming of internet content onto a display device, such as a smart TV. The Blu G9 Pro receives a content selection signal from the user

picking the content to be displayed and a device selection signal from the user choosing the display device on which the content will be displayed. Furthermore, a user may operate control buttons within the YouTube application on the Blu G9 Pro to control the display of content on the display device via a cloud server.



Screenshots in YouTube App on Blu G9 Pro





67. Defendant was made aware of the '714 Patent and its infringement thereof at least as early as June 11, 2021, when the patent was identified in correspondence sent to Blu's counsel by counsel for Pantech Corp.

68. Since at least June 11, 2021, when it was made aware of the '714 Patent by Pantech Corp.'s counsel, Defendant's infringement has been, and continues to be, willful.

69. Upon information and belief, the Blu Accused '714 Instrumentalities are used, marketed, provided to, and/or used by or for Defendant's partners, clients, customers/subscribers and end users across the country and in this district.

70. Upon information and belief, Defendant has induced and continues to induce others to infringe at least claim 1 of the '714 Patent under 35 U.S.C. § 271(b) by, among other things, and with specific intent or willful blindness, actively aiding and abetting others to infringe,

including, but not limited to Defendant's partners, clients, customers/subscribers, and end users, whose use of the Blu Accused '714 Instrumentalities constitute direct infringement of at least claim 1 of the '714 Patent.

71. In particular, Defendant's actions that aid and abet others such as its partners, customers/subscribers, clients, and end users to infringe include advertising and distributing the Blu Accused '714 Instrumentalities, and providing instruction materials, training and services regarding the Blu Accused '714 Instrumentalities.

72. Any party, including Defendant's partners, clients, customers/subscribers, and end users, using the content casting function of the Blu Accused '714 Instrumentalities infringes the '714 Patent. Defendant has knowingly induced infringement since at least as early as June 11, 2021, when Defendant was made aware of the '714 Patent.

73. Upon information and belief, Defendant is liable as a contributory infringer of the '714 Patent under 35 U.S.C. § 271(c) by offering to sell, selling and importing into the United States the Blu Accused '714 Instrumentalities that infringe the patented inventions, to be especially made or adapted for use in an infringement of the '714 Patent. Each of the Blu Accused '714 Instrumentalities is a material component for use in practicing the '714 Patent and is specifically made and not a staple article of commerce suitable for substantial non-infringing use.

74. Pantech Corp. has been harmed by Defendant's infringing activities.

**COUNT III – INFRINGEMENT OF U.S. PATENT NO. 9,807,799**

75. The allegations set forth in the foregoing paragraphs 1 through 43 are incorporated into this claim for relief.

76. On October 31, 2017, the '799 Patent, entitled "Method and Apparatus for Terminating Transmission of a Message in an Enhanced Random Access Channel," was duly and legally issued by the United States Patent and Trademark Office from U.S. Patent Application No.

14/319,975, filed on June 30, 2014. The '799 Patent claims priority to at least provisional application No. 60/975,985, filed on September 28, 2007. A true and correct copy of the '799 Patent is attached as Exhibit 3.

77. Pantech Wireless is the assignee and owner of all right, title and interest in and to the '799 Patent, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

78. The '799 Patent discloses at least a method and an apparatus for terminating an enhanced random access channel (E-RACH) message in an E-RACH transmission. For example, the '799 Patent discloses a method for user equipment (UE) to perform physical random access procedure for an Enhanced Uplink. For example, the UE transmits a preamble to request allocation of resources for transmission by the network. In response to the transmitted preamble, the UE receives acquisition indicator from the network indicating the resources have been allocated for the UE for Enhanced Dedicated Channel (E-DCH) transmission.. The UE is also configured to transmit scheduling information to indicate to the serving E-DCH node the amount of resources required for transmission. The scheduling information contains a TEBS (total E-DCH buffer status) field which indicates the total amount of data available for transmission and retransmission. As set forth in TS 25.321 section 11.8.1.6, the reporting of scheduling information is triggered when TEBS becomes 0 and the last data is being transmitted. In particular, the transmission of scheduling information is triggered when the TEBS remains zero and no higher layer data remains in MAC to be transmitted for a period during which E-DCH transmission continuation back off period is unequal to "infinity." As set forth in section 11.8.1.9 of TS 25.321, the UE is configured to release the common E-DCH resource when E-DCH transmission continuation back off is not set to "infinity," the empty buffer status (TEBS=0) has been reported, and no MAC PDU is left in

a HARQ process for transmission or retransmission. Compliance with 3GPP TS 25.211, TS 25.214, and TS 25.321, as required by at least the UMTS, WCDMA or 3G cellular standards, requires the use of the inventions recited in at least claims 29-33 of the '799 Patent, including the functionality described in this paragraph

79. Upon information and belief, Defendant has and continues to directly infringe at least claims 29-33 of the '799 Patent by making, using, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States, Accused Instrumentalities that practice at least claims 29-33 of the '799 Patent (the "Blu Accused '799 Instrumentalities"). Defendant also has and continues to directly infringe at least claims 29-33 by practicing claims 29-33 through the Blu Accused '799 Instrumentalities, and by causing the Blu Accused '799 Instrumentalities to practice the patented inventions.

80. Blu Accused '799 Instrumentalities include, for example, G series phones (*e.g.*, G5, G5-Plus, G50, G50-Plus, G50-Mega, G6, G60, G8, G70, G80, G9, G9-Pro, G90, G90-Pro, G51-Plus, G91, G71, G61), J series phones (*e.g.*, J9L, J7L, J5L), VIVO series phones (*e.g.*, VIVO X5, VIVO XL5, VIVO XI, VIVO XI+) and other UMTS/WCDMA-compatible products that support the request and receipt of enhanced uplink resources from a wireless network in compliance with 3GPP TS 25.211, TS 25.214, and TS 25.321. On information and belief, each of the Blu Accused '799 Instrumentalities incorporates at least one processor configured to comply with one or more of UMTS, WCDMA, and 3G cellular communication protocols.

81. Certain exemplary Blu Accused '799 Instrumentalities incorporate a MediaTek Helio chipset, application processor, SoC, or system-on-chip (*e.g.*, MediaTek Helio A22). On information and belief, each incorporated MediaTek Helio chipset, application processor, SoC, or

system-on-chip complies with one or more of UMTS, WCDMA, and 3G cellular communication protocols including at least 3GPP TS 25.211, TS 25.214, and TS 25.321.

82. Certain exemplary Blu Accused '799 Instrumentalities incorporate a Qualcomm chipset, application processor, SoC, or system-on-chip (e.g., Qualcomm Snapdragon 410, 450, 665, or MSM8909). On information and belief, each incorporated Qualcomm chipset, application processor, SoC, or system-on-chip complies with one or more of UMTS, WCDMA, and 3G cellular communication protocols including at least 3GPP TS 25.211, TS 25.214, and TS 25.321.

83. Defendant was made aware of the '799 Patent and its infringement thereof at least as early as the date of filing of this Complaint.

84. Since at least as early as the filing of this Complaint, Defendant's infringement will have been, and continue to be willful.

85. Upon information and belief, the Blu Accused '799 Instrumentalities are used, marketed, provided to, and/or used by or for Defendant's partners, clients, customers/subscribers and end users across the country and in this district.

86. Upon information and belief, Defendant has induced and continues to induce others to infringe at least claims 29-33 of the '799 Patent under 35 U.S.C. § 271(b) by, among other things, and with specific intent or willful blindness, actively aiding and abetting others to infringe, including, but not limited to Defendant's partners, clients, customers/subscribers, and end users, whose use of the Blu Accused '799 Instrumentalities constitute direct infringement of at least one claim of the '799 Patent.

87. In particular, Defendant's actions that aid and abet others such as its partners, customers/subscribers, clients, and end users to infringe include advertising and distributing the

Blu Accused '799 Instrumentalities, and providing instruction materials, training and services regarding the Blu Accused '799 Instrumentalities.

88. Any party, including Defendant's partners, clients, customers/subscribers, and end users, using the Blu Accused '799 Instrumentalities necessarily infringes the '799 Patent because the inventions of the '799 Patent are required to comply with the UMTS, WCDMA or 3G cellular standards (including at least 3GPP TS 25.211, TS 25.214, and TS 25.321). Defendant advertises its Blu Accused '799 Instrumentalities as compliant with UMTS, WCDMA, or 3G, which induces others to infringe the '799 Patent. Defendant has knowingly induced infringement since at least as early as the filing of this complaint, when Defendant was made aware of the '799 Patent.

89. Upon information and belief, Defendant is liable as a contributory infringer of the '799 Patent under 35 U.S.C. § 271(c) by offering to sell, selling and importing into the United States the Blu Accused '799 Instrumentalities that infringe the patented inventions, to be especially made or adapted for use in an infringement of the '799 Patent. Each of the Blu Accused '799 Instrumentalities is a material component for use in practicing the '799 Patent and is specifically made and not a staple article of commerce suitable for substantial non-infringing use. In particular, each of the Blu Accused '799 Instrumentalities is advertised to be compliant with the relevant standards and primarily used in compliance with such standards.

90. Pantech Wireless has been harmed by Defendant's infringing activities.

**COUNT IV – INFRINGEMENT OF U.S. PATENT NO. 9,313,809**

91. The allegations set forth in the foregoing paragraphs 1 through 43 are incorporated into this claim for relief.

92. On April 12, 2016, the '809 Patent, entitled "Method and Apparatus for Terminating Transmission of a Message in an Enhanced Random Access Channel" was duly and legally issued by the United States Patent and Trademark Office from U.S. Patent Application No.

14/319,608, filed on June 30, 2014. The '809 Patent claims priority to at least provisional application No. 60/975,985, filed on September 28, 2007. A true and correct copy of the '809 Patent is attached as Exhibit 4.

93. Pantech Wireless is the assignee and owner of all right, title and interest in and to the '809 Patent, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

94. The '809 Patent discloses at least a method and an apparatus for terminating an enhanced random access channel (E-RACH) message in an E-RACH transmission. For example, the '809 Patent discloses a method to be performed by a user equipment (UE) for requesting and receiving enhanced uplink resource from a wireless network. For example, the UE is configured with MAC entity that manages FACH (forward access channel) communications between the UE and the network. The UE determines and reports the total E-DCH buffer status (TEBS). For example, the TEBS value can be 0 indicating that the buffer is empty. The buffer indicates the total amount of data available for transmission. The UE uses the condition of TEBS being zero as a trigger for transmitting scheduling information to the network. In addition, the UE (e.g. WTRU) is configured to transmit scheduling information to indicate to the serving E-DCH node the amount of resources required for transmission. The scheduling information contains a TEBS (total E-DCH buffer status) field which indicates the total amount of data available for transmission and retransmission. As set forth in TS 25.321 section 11.8.1.6, the reporting of scheduling information is triggered when TEBS becomes 0 and the last data is being transmitted. As set forth in section 11.8.1.9 of TS 25.321, the UE is configured to release the common E-DCH resource when no MAC PDU is left in a HARQ process for transmission or retransmission. As set forth in section 11.8.1.9 of TS 25.321, the UE is configured to release the common E-DCH resource when the

empty buffer status (TEBS=0) has been reported, and no MAC PDU is left in a HARQ process for transmission or retransmission. Compliance with 3GPP TS 25.211, TS 25.214, and TS 25.321, as required by at least the UMTS, WCDMA, or 3G cellular standards, requires the use of the inventions recited in at least claims 1-5 of the '809 Patent, including the functionality described in this paragraph.

95. Upon information and belief, Defendant has and continues to directly infringe at least claims 1-5 of the '809 Patent by making, using, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States, Accused Instrumentalities that practice at least claims 1-5 of the '809 Patent (the "Blu Accused '809 Instrumentalities"). Defendant also has and continues to directly infringe at least claims 1-5 by practicing claims 1-5 through the Blu Accused '809 Instrumentalities, and by causing the Blu Accused '809 Instrumentalities to practice the patented inventions.

96. Blu Accused '809 Instrumentalities include, for example, G series phones (*e.g.*, G5, G5-Plus, G50, G50-Plus, G50-Mega, G6, G60, G8, G70, G80, G9, G9-Pro, G90, G90-Pro, G51-Plus, G91, G71, G61), J series phones (*e.g.*, J9L, J7L, J5L), VIVO series phones (*e.g.*, VIVO X5, VIVO XL5, VIVO XI, VIVO XI+) and other UMTS/WCDMA-compatible products that support the request and receipt of enhanced uplink resources from a wireless network in compliance with 3GPP TS 25.211, TS 25.214, and TS 25.321. On information and belief, each of the Blu Accused '809 Instrumentalities incorporates at least one processor configured to comply with one or more of UMTS, WCDMA, and 3G cellular communication protocols.

97. Certain exemplary Blu Accused '809 Instrumentalities incorporate a MediaTek Helio chipset, application processor, SoC, or system-on-chip (*e.g.*, MediaTek Helio A22). On information and belief, each incorporated MediaTek Helio chipset, application processor, SoC, or



system-on-chip complies with one or more of UMTS, WCDMA, and 3G cellular communication protocols including at least 3GPP TS 25.211, TS 25.214 and TS 25.321.

98. Certain exemplary Blu Accused '809 Instrumentalities incorporate a Qualcomm chipset, application processor, SoC, or system-on-chip (e.g., Qualcomm Snapdragon 410, 450, 665, or MSM8909). On information and belief, each incorporated Qualcomm chipset, application processor, SoC, or system-on-chip complies with one or more of UMTS, WCDMA, and 3G cellular communication protocols including at least 3GPP TS 25.211, TS 25.214 and TS 25.321.

99. Defendant was made aware of the '809 Patent and its infringement thereof at least as early as the July 11, 2017 correspondence sent from Signal Trust to Blu.

100. Since at least as early as July 11, 2017, Defendant's infringement will have been, and continue to be willful.

101. Upon information and belief, the Blu Accused '809 Instrumentalities are used, marketed, provided to, and/or used by or for Defendant's partners, clients, customers/subscribers and end users across the country and in this district.

102. Upon information and belief, Defendant has induced and continues to induce others to infringe at least claims 1-5 of the '809 Patent under 35 U.S.C. § 271(b) by, among other things, and with specific intent or willful blindness, actively aiding and abetting others to infringe, including, but not limited to Defendant's partners, clients, customers/subscribers, and end users, whose use of the Blu Accused '809 Instrumentalities constitute direct infringement of at least one claim of the '809 Patent.

103. In particular, Defendant's actions that aid and abet others such as its partners, customers/subscribers, clients, and end users to infringe include advertising and distributing the

Blu Accused '809 Instrumentalities, and providing instruction materials, training and services regarding the Blu Accused '809 Instrumentalities.

104. Any party, including Defendant's partners, clients, customers/subscribers, and end users, using the Blu Accused '809 Instrumentalities necessarily infringes the '809 Patent because the inventions of the '809 Patent are required to comply with the UMTS, WCDMA or 3G cellular standards (including at least 3GPP TS 25.211, TS 25.214, and TS 25.321). Defendant advertises its Blu Accused '809 Instrumentalities as compliant with UMTS, WCDMA, or 3G, which induces others to infringe the '809 Patent. Defendant has knowingly induced infringement since at least as early as July 11, 2017, when Defendant was made aware of the '809 Patent.

105. Upon information and belief, Defendant is liable as a contributory infringer of the '809 Patent under 35 U.S.C. § 271(c) by offering to sell, selling and importing into the United States the Blu Accused '809 Instrumentalities that infringe the patented inventions, to be especially made or adapted for use in an infringement of the '809 Patent. Each of the Blu Accused '809 Instrumentalities is a material component for use in practicing the '809 Patent and is specifically made and not a staple article of commerce suitable for substantial non-infringing use. In particular, each of the Blu Accused '809 Instrumentalities is advertised to be compliant with the relevant standards and primarily used in compliance with such standards.

106. Pantech Wireless has been harmed by Defendant's infringing activities.

**COUNT V – INFRINGEMENT OF U.S. PATENT NO. 10,869,247**

107. The allegations set forth in the foregoing paragraphs 1 through 43 are incorporated into this claim for relief.

108. On December 15, 2020, the '247 Patent, entitled "Supporting Uplink Transmissions," was duly and legally issued by the United States Patent and Trademark Office from U.S. Patent Application No. 17/008,439, filed on August 31, 2020. The '247 Patent claims

priority to at least provisional application No. 60/517,656, filed on November 5, 2003. A true and correct copy of the '247 Patent is attached as Exhibit 5.

109. Pantech Wireless is the assignee and owner of all right, title and interest in and to the '247 Patent, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

110. The '247 Patent discloses at least a method and an apparatus for supporting uplink transmissions. For example, the '247 Patent discloses a method of transmitting a data block to a base station using a hybrid automatic repeat request (H-ARQ) process, receiving uplink scheduling information from the base station, and determining whether to retransmit the data block based on the received uplink scheduling information and not based on whether the UE has received a negative acknowledgment (NACK) from the base station. Compliance with 3GPP TS 36.212 and TS 36.321, as required by at least the LTE cellular standard, requires the use of the inventions recited in at least claims 11, 12, and 18 of the '247 Patent, including the functionality described in this paragraph.

111. Upon information and belief, Defendant has and continues to directly infringe at least claims 11, 12, and 18 of the '247 Patent by making, using, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States, Accused Instrumentalities that practice at least claims 11, 12, and 18 of the '247 Patent (the "Blu Accused '247 Instrumentalities"). Defendant also has and continues to directly infringe at least claims 11, 12, and 18 by practicing claims 11, 12, and 18 through the Blu Accused '247 Instrumentalities, and by causing the Blu Accused '247 Instrumentalities to practice the patented inventions.

112. Blu Accused '247 Instrumentalities include, for example, G series phones (*e.g.*, G51-Plus, G91, G71, G61, G5, G5-Plus, G50, G50-Plus, G50-Mega, G6, G60, G8, G70, G80, G9, G9-Pro, G90, G90-Pro), J series phones (*e.g.*, J9L, J7L, J5L), VIVO series phones (*e.g.*, VIVO X5, VIVO XL5, VIVO XI, VIVO XI+) and other LTE-compatible products that transmit data using a hybrid automatic repeat request (H-ARQ) in compliance with 3GPP TS 36.212 and TS 36.321. On information and belief, each of the Blu Accused '247 Instrumentalities incorporates at least one processor configured to comply with one or more of LTE Advanced, LTE Release 10 or later cellular communication protocols. Each of the Blu Accused '247 Instrumentalities incorporates at least one processor configured to operate as a LTE Category 6 (cat6, cat-6) or higher category level. Each of the Blu Accused '247 Instrumentalities incorporates at least one processor configured to support LTE TDD duplex modes.

113. Certain exemplary Blu Accused '247 Instrumentalities incorporate a MediaTek Helio chipset, application processor, SoC, or system-on-chip (*e.g.*, MediaTek Helio A22). Information and documents from MediaTek's website indicate that each of the incorporated MediaTek Helio chipsets operates as a LTE Category 6 (cat6, cat-6) or higher category level, and/or supports LTE TDD duplex modes. On information and belief, each incorporated MediaTek Helio chipset, application processor, SoC, or system-on-chip complies with one or more of LTE Advanced, LTE Release 10 or later cellular communication protocols including at least 3GPP TS 36.321 and 3GPP TS 36.212.

114. Certain exemplary Blu Accused '247 Instrumentalities incorporate a Qualcomm chipset, application processor, SoC, or system-on-chip (*e.g.*, Qualcomm Snapdragon 450, 665, or MSM8909). On information and belief, each of the incorporated Qualcomm chipsets operates as a LTE Category 6 (cat6, cat-6) or higher category level, and/or supports LTE TDD duplex modes.

On information and belief, each incorporated Qualcomm chipset, application processor, SoC, or system-on-chip complies with one or more of LTE Advanced, LTE Release 10 or later cellular communication protocols including at least 3GPP TS 36.321 and 3GPP TS 36.212.

115. Defendant was made aware of the '247 Patent and its infringement thereof at least as early as June 11, 2021, when the patent was identified in correspondence sent to Blu's counsel by counsel for Pantech Corp.

116. Since at least as early as June 11, 2021, Defendant's infringement will have been, and continue to be willful.

117. Upon information and belief, the Blu Accused '247 Instrumentalities are used, marketed, provided to, and/or used by or for Defendant's partners, clients, customers/subscribers and end users across the country and in this district.

118. Upon information and belief, Defendant has induced and continues to induce others to infringe at least claims 11, 12, and 18 of the '247 Patent under 35 U.S.C. § 271(b) by, among other things, and with specific intent or willful blindness, actively aiding and abetting others to infringe, including, but not limited to Defendant's partners, clients, customers/subscribers, and end users, whose use of the Blu Accused '247 Instrumentalities constitute direct infringement of at least one claim of the '247 Patent.

119. In particular, Defendant's actions that aid and abet others such as its partners, customers/subscribers, clients, and end users to infringe include advertising and distributing the Blu Accused '247 Instrumentalities, and providing instruction materials, training and services regarding the Blu Accused '247 Instrumentalities.

120. Any party, including Defendant's partners, clients, customers/subscribers, and end users, using the Blu Accused '247 Instrumentalities necessarily infringes the '247 Patent because

the inventions of the '247 Patent are required to comply with the LTE cellular standard (3GPP TS 36.212 and TS 36.321). Defendant advertises its Blu Accused '247 Instrumentalities as compliant with LTE, which induces others to infringe the '247 Patent. Defendant has knowingly induced infringement since at least as early as June 11, 2021, when Defendant was made aware of the '247 Patent.

121. Upon information and belief, Defendant is liable as a contributory infringer of the '247 Patent under 35 U.S.C. § 271(c) by offering to sell, selling and importing into the United States the Blu Accused '247 Instrumentalities that infringe the patented inventions, to be especially made or adapted for use in an infringement of the '247 Patent. Each of the Blu Accused '247 Instrumentalities is a material component for use in practicing the '247 Patent and is specifically made and not a staple article of commerce suitable for substantial non-infringing use. In particular, each of the Blu Accused '247 Instrumentalities is advertised to be compliant with the relevant standards and primarily used in compliance with such standards.

122. Pantech Wireless has been harmed by Defendant's infringing activities.

### **DAMAGES**

As a result of Defendant's acts of infringement, Pantech has suffered actual and consequential damages. To the fullest extent permitted by law, Pantech seeks recovery of damages at least in the form of reasonable royalties.

### **JURY DEMAND**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff Pantech demands a trial by jury on all issues triable as such.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff demands judgment for itself and against Defendant as follows:

- A. An adjudication that Defendant has infringed U.S. Patent Nos. U.S. Patent Nos. 10,841,142, 10,904,714, 9,807,799, 9,313,809, and 10,869,247;
- B. An award of damages to be paid by Defendant adequate to compensate Plaintiffs for Defendant's past infringement of the Asserted Patents, and any continuing or future infringement through the date such judgment is entered, including interest, costs, expenses and an accounting of all infringing acts including, but not limited to, those acts not presented at trial;
- C. A declaration that this case is exceptional under 35 U.S.C. § 285, and an award of Plaintiffs' reasonable attorneys' fees; and
- D. An award to Plaintiffs of such further relief at law or in equity as the Court deems just and proper.

Dated: July 23, 2021

Respectfully submitted,

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(\* *pro hac vice* application to be filed)