

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION AT COLUMBUS**

NEO WIRELESS, LLC,	§	
	§	CIVIL ACTION NO.: 2:22-cv-01824
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	JURY TRIAL DEMANDED
AMERICAN HONDA MOTOR CO., INC. & HONDA DEVELOPMENT & MANUFACTURING OF AMERICA, LLC,	§	
	§	
<i>Defendants.</i>	§	
	§	

PLAINTIFF NEO WIRELESS, LLC’S COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Neo Wireless, LLC (“Neo Wireless,” “Neo,” or “Plaintiff”), brings this action for patent infringement under 35 U.S.C. § 271 against Defendants American Honda Motor Co., Inc. (“HMC”) and Honda Development & Manufacturing of America, LLC (“HDMA”) (collectively, “Honda,” “Honda Defendants,” or “Defendants”). Plaintiff alleges, based upon its own personal knowledge with respect to its own actions and based upon information and belief with respect to all others’ actions, as follows:

THE PARTIES

1. Plaintiff Neo Wireless, LLC is a Delaware corporation with its principal place of business located in Wayne, Pennsylvania.
2. On information and belief, Defendant American Honda Motor Co. is a corporation organized and existing under the laws of the State of California with its principal place of business at 1919 Torrance Boulevard, Torrance, California, 90501. HMC may be served through its

registered agent, Corporation Service Company, 50 West Broad Street, Suite 1330, Columbus, Ohio 43215.

3. On information and belief, Honda Development & Manufacturing of America, LLC is a corporation organized and existing organized and existing under the laws of the State of Ohio with its principal place of business at 24000 Honda Parkway, Marysville, Ohio 43040. HDMA may be served through its registered agent, Corporation Service Company, 50 West Broad Street, Suite 1330, Columbus, Ohio 43215.

JURISDICTION AND VENUE

4. This action arises under the Patent Act, 35 U.S.C. § 1 *et seq.*

5. Subject matter jurisdiction is proper in this Court under 28 U.S.C. §§ 1331 and 1338(a).

6. Venue in this District is proper under 28 U.S.C. § 1400(b) because, on information and belief, each Honda entity (1) has committed acts of infringement in this District and (2) has a regular and established place of business in this District.

7. This Court has general jurisdiction over HDMA because its principal place of business is in the forum state.

8. Defendants are also subject to this Court's specific personal jurisdiction due at least to each Honda Defendant's substantial business activities in the State and within this District, including: (1) at least a portion of the infringements alleged herein; and/or (2) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Ohio and in this District.

9. Honda maintains facilities throughout the state of Ohio and this District, including at least the following: HMC operates an engine plant at 12500 Meranda Road, Anna, Ohio 45302

that serves as the flagship of the Acura brand, the Honda Accord, and represents the largest of its Ohio operations with a facility spanning over 4 million square feet;¹ HMC also operates an automobile plant and transportation research center located at 11000 OH-347, East Liberty, Ohio 43319 which encompasses much of Honda's research and development including \$124 million state-of-the-art wind tunnel facility, new technology in testing capabilities for Honda's vehicles, including the accused products, 110,000 square feet of space.² HMC operates an automobile and motorcycle plant at 24000 Honda Parkway, Marysville, Ohio 43040. HMC similarly maintains a regular and established place of business through its transmission plant at 6964 OH-235, Russells Point, Ohio 43348 and its Honda Rider Education Center and parts center located at 101 S Stanfield Rd, Troy, Ohio 45373.

10. HDMA's principal place of business is located within this District. On information and belief, HDMA operates a research and development center at 21001 OH-739, Raymond, Ohio 43067 where HDMA engages in research, development, testing, and designing of Honda products, including the Accused Products.³

11. Defendants do and intend to do business in Ohio and in this District, directly or through intermediaries, and offer their products and/or services, including those accused herein of infringement, to customers and potential customers located in Ohio and in this District.

12. Defendants, both directly and through their subsidiaries or intermediaries (including distributors, retailers, and others), have purposefully and voluntarily placed one or more infringing products and/or services, as described below, into the stream of commerce with the

¹ See <https://ohio.honda.com/our-operations>.

² See <https://hondanews.com/en-US/releases/honda-opens-new-world-class-wind-tunnel-in-ohio>.

³ See <https://ohio.honda.com/>.

expectation that those products will be purchased and used by customers and/or consumers in the Southern District of Ohio.

13. These infringing products and/or services have been and continue to be made, used, sold, offered for sale, purchased, and/or imported by customers and/or consumers in the Southern District of Ohio.

14. Defendants have placed the Accused Products into the stream of commerce by selling and/or offering to sell the Accused Products in the Southern District of Ohio, shipping Accused Products into the Southern District of Ohio, and/or shipping Accused Products knowing that those products would be shipped into the Southern District of Ohio.

THE ASSERTED PATENTS

I. The '366 Patent

15. On June 18, 2013, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 8,467,366 (“the '366 patent”), entitled “Methods and Apparatus for Random Access in Multi-Carrier Communication Systems.” A copy of the '366 patent is attached as Exhibit 1.

16. The '366 patent issued from U.S. Patent Application 13/205,579, which was filed by Neocific Inc. on August 8, 2011 and was assigned from the inventors to Waltical Solutions, Inc. on April 8, 2005. The application was later assigned from Waltical Solutions, Inc. to Neocific, Inc. on December 14, 2005. The now-issued '366 patent was assigned from Neocific, Inc. to CFIP NCF LLC on November 22, 2019 before it was assigned to Neo Wireless LLC on January 23, 2020.

17. The '366 patent is valid and enforceable.

II. The '908 Patent

18. On April 17, 2018, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 10,833,908 (“the '908 patent”), entitled “Channel Probing Signal for a Broadband Communication System.” A copy of the '908 patent is attached as Exhibit 2.

19. The '908 patent issued from U.S. Patent Application 16/902,740, which was filed on June 16, 2020 by Neo Wireless LLC on behalf of the inventors.

20. The '908 patent is valid and enforceable.

III. The '941 Patent

21. On September 11, 2018, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 10,075,941 (“the '941 patent”), entitled “Methods and Apparatus for Multi-Carrier Communications With Adaptive Transmission and Feedback.” A copy of the '941 patent is attached as Exhibit 3.

22. The '941 patent issued from U.S. Patent Application 15/082,878, which filed by Neocific, Inc. on March 28, 2016. The now-issued '941 patent was assigned from Neocific, Inc. to CFIP NCF LLC on November 22, 2019 before it was assigned to Neo Wireless LLC on January 23, 2020.

23. The '941 patent is valid and enforceable.

IV. The '450 Patent

24. On October 15, 2019, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 10,447,450 (“the '450 patent”), entitled “Method and System for Multi-Carrier Packet Communication with Reduced Overhead.” A copy of the '450 patent is attached as Exhibit 4.

25. The '450 patent issued from U.S. Patent Application 15/676,421, which was filed by Neocific, Inc. on August 14, 2017. The now-issued '450 patent was later assigned from Neocific, Inc. to CFIP NCF LLC on November 22, 2019 before it was assigned to Neo Wireless LLC on January 23, 2020.

26. The '450 patent is valid and enforceable.

V. The '512 Patent

27. On March 30, 2021, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 10,965,512 (“the '512 patent”), entitled “Method and Apparatus Using Cell-Specific and Common Pilot Subcarriers in Multi-Carrier, Multi Cell Wireless Communication Networks.” A copy of the '512 patent is attached as Exhibit 5.

28. The '512 patent issued from U.S. Patent Application 17/012,813, which was filed by Neo Wireless on September 4, 2020.

29. The '512 patent is valid and enforceable.

VI. The '302 Patent

30. On September 8, 2020, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 10,771,302 (“the '302 patent”), entitled “Channel Probing Signal for a Broadband Communication System.” A copy of the '302 patent is attached as exhibit 6.

31. The '302 patent issued from U.S. Patent Application 15/953,950, which was filed on April 16, 2019 and was assigned by Neocific, Inc. to CFIP NCF LLC on November 22, 2019 before it was assigned to Neo Wireless LLC on January 23, 2020.

32. The '302 patent is valid and enforceable.

33. Neo Wireless owns all rights, title, and interest in and to each of the '366, '908, '941, '450, '512, and '302 patents (the “Patents-in-Suit”) and possesses all rights of recovery.

FACTUAL ALLEGATIONS

34. Inventor Xiaodong (Alex) Li, Ph.D. founded Neocific Inc. in the early 2000s to design, develop, and implement a new wireless communication system. He and his co-inventors had extensive experience with wireless communications systems, including the development of the Wi-Max standards, and a deep understanding of the flaws in existing systems at the time. The inventors saw an opportunity to create a new wireless communication system meant to address those flaws while incorporating cutting-edge Orthogonal Frequency-Division Multiple Access (OFDMA) based technologies, and, starting in the 2004-2005 timeframe, they filed patents on the work.

35. Dr. Li served as the President and Founder of Neocific. Dr. Li obtained his Ph.D. in electrical engineering from the University of Washington, his M.S. from Shanghai Jiao Tong University, and his B.S. from Tsinghua University. Dr. Li has authored more than 30 journal and conference papers in wireless communications, video coding, and networking. He has been granted more than 100 U.S. and foreign patents.

36. Dr. Titus Lo, Ph.D. is a founding employee of Neocific. Dr. Lo obtained his Ph.D. in electrical engineering from McMaster University and his B.S. from the University of British Columbia. Dr. Lo has authored more than 30 technical papers in international peer-reviewed journals and presented more than 50 times at industry events. He has been granted more than 100 U.S. and foreign patents.

37. Neo Wireless owns all substantial right, title, and interest in the Patents-in-Suit, and holds the right to sue and recover damages for infringement thereof.

38. David Loo is the CEO of Plaintiff Neo Wireless. Mr. Loo works and resides in Wayne, Pennsylvania. Mr. Loo has over a decade of experience as a licensing executive and patent

attorney with a well-established track record of assisting companies, inventors and patent holders to ensure they are fairly compensated for their inventions.

39. The wireless communication industry has been developing rapidly since Bell Labs developed the First Generation of modern commercial cellular technology in 1984. Multiple wireless communication technologies designated by generations emerged and brought new capacities to people all over the world. In 2008, 3GPP created and finalized the LTE standards as an upgrade to 3G. The cellular industry recognized its major benefits, and virtually all cellular device manufacturers have embraced LTE as the next generation of commercial cellular technology and developed phones, hotspots, and other cellular-connectivity devices to utilize the 4G LTE technology.

40. Automakers have implemented this cellular communications technology into its vehicles. For example, telematics systems first debuted in 1996 through OnStar using analog cell networks, which allowed consumers to receive remote diagnostics, remotely unlock vehicles, and receive emergency services including aid after a collision. In 2007, 3G technology emerged bringing greater speed and capacity to these features allowing automakers to design more advanced functions.

41. At least as far back as 2015, Honda began implementing the newest 4G LTE cellular technology into Honda's accused products. 4G LTE technology provided for 10 times faster data speeds, increased responsiveness, and the ability to support voice and data connections simultaneously. 4G LTE connection further provides consumers with a variety of in-vehicle wi-fi hot spots and vast entertainment options. As a result, Honda could better support a variety of wireless features including SOS emergency assistance, automatic collision notification, stolen

vehicle tracking, roadside assistance, remote start, remote climate control adjustment, navigation map updates, live traffic data, and wi-fi hotspot, etc.

42. Honda provides 4G LTE connectivity in its various Honda brands, including the accused products, via the HondaLink system integrated into the accused products.

43. Building on these 4G LTE capabilities, Honda develops and utilizes the HondaLink mobile app that allows owners of its vehicles to interact with their vehicles from their cellular devices. Features on this app include the ability to remotely start, lock, or unlock the vehicle, or to monitor the vehicle's condition.

44. Honda models that implement 4G/LTE communications—including but not limited to the Odyssey, Pilot, and Passport models—as well as those that may in the future implement 4G/LTE or 5G/NR capabilities, are collectively referred to herein as the “Accused Products.”

45. As described above, the Asserted Patents read onto portions of the LTE or 4G/5G standards, which Honda implements in the Accused Products.

46. Honda does not have any rights to the Patents-in-Suit.

47. Neo Wireless is entitled to past damages for Honda's infringement of the Patents-in-Suit. Neo Wireless has complied with 35 U.S.C. § 287. Neo Wireless does not make, offer for sale, or sell within the United States any patented article under the Asserted Patents. Additionally, Neo Wireless provided Honda with actual notice of its infringement prior to the filing of this lawsuit, or at a minimum by the filing of this Complaint.

48. In the interest of providing detailed averments of infringement, Neo Wireless has identified below at least one claim per patent to demonstrate infringement. However, the selection of claims should not be considered limiting, and additional claims of the Patents-in-Suit (including

method, system, and apparatus claims) that are infringed by Honda will be disclosed in compliance with the Court's rules related to infringement contentions.

ALLEGATIONS OF PATENT INFRINGEMENT

49. Neo Wireless incorporates by reference the preceding paragraphs as if fully set forth herein.

50. As set forth below, Honda's Accused Products incorporate, without any license from Neo Wireless, LTE, 4G, and 5G technology protected by patents owned by Neo Wireless. Neo Wireless respectfully seeks relief from this Court for Honda's infringement.

51. Honda has directly infringed, and continues to directly infringe, the Asserted Patents under 35 U.S.C. § 271(a) by making, using, selling and/or offering to sell, in this District and elsewhere in the United States, and/or importing into this District and elsewhere in the United States, one or more of Honda's Accused Products, that is, certain infringing vehicles outfitted with instrumentalities that infringe the Asserted Patents, as further described in detail in Counts I-VI *infra*.

52. Honda has indirectly infringed the Asserted Patents under 35 U.S.C. § 271(b) by inducing infringement by others, such as its subsidiaries, dealerships, distributors, retailers, and end-user customers, by, for example, implementing the infringing features in its cellular-capable products, encouraging its users to take advantage of 4G/LTE and/or 5G/NR features within the United States, and/or instructing, dictating, or training its dealerships and customers to use the infringing features.

53. Similarly, Honda's advertising, sales, design, development, and/or technical materials related to the 3GPP LTE/4G and/or 5G/NR standards associated with the Accused Products contained and continue to contain instructions, directions, suggestions, and/or invitations

that invite, entice, lead on, influence, encourage, prevail on, move by persuasion, and/or cause its subsidiaries, distributors, retailers, dealerships, customers, and the public to directly infringe at least one claim of each of the Patents-in-Suit, either literally or under the doctrine of equivalents.

54. Honda took the above actions intending to cause infringing acts by others.

55. Honda received actual notice of its infringement of the Asserted Patents as early as November 30, 2021, and at least as early as the date of service of this Complaint. Therefore, Honda was or is now aware of the Asserted Patents or has willfully blinded itself as to the existence of the Asserted Patents and the Accused Products' infringement thereof.

56. Further, Honda has made, used, sold, offered to sell, imported and/or encouraged the making, using, selling, offering to sell, or importing of Honda's Accused Products despite knowing of an objectively high likelihood that its actions constituted infringement of the Asserted Patents at all times relevant to this suit. Alternatively, Honda subjectively believed there was a high probability that others would infringe the Asserted Patents but took deliberate steps to avoid confirming that it was actively inducing infringement by others.

57. For the reasons described above, Honda's infringement of the Asserted Patents has been willful.

58. Honda's acts of infringement have caused damage to Neo Wireless. Neo Wireless is entitled to recover from Honda the damages incurred by Neo Wireless as a result of Honda's wrongful acts.

COUNT ONE: INFRINGEMENT OF THE '366 PATENT

59. Plaintiff incorporates the allegations of all of the foregoing paragraphs as if fully restated herein.

60. As described above, Honda has infringed and continues to infringe the Asserted Patents by implementing and using 4G/LTE and/or 5G/NR cellular functionality in the Accused Products, and performing the acts of infringement described above.

61. Each of Honda's Accused Products implement the portions of the 3GPP LTE standard specification that read on at least claim 1 of the '366 patent. *See* Exhibit 7.

62. Honda's Accused Products therefore meet at least one claim of the '366 patent.

63. To the extent that Honda releases any new version of its Accused Products, such instrumentalities will meet the claims of the '366 patent and infringe under 35 U.S.C. § 271(a)-(b) in ways analogous to Honda's current infringement described above.

64. Neo Wireless has been damaged and continues to be damaged by Honda's infringement of the '366 patent.

COUNT TWO: INFRINGEMENT OF THE '908 PATENT

65. Neo Wireless incorporates the allegations of the foregoing paragraphs as if fully restated herein.

66. As described above, Honda has infringed and continues to infringe the Asserted Patents by implementing and using 4G/LTE and/or 5G/NR cellular functionality in the Accused Products, and performing the acts of infringement described above.

67. Each of Honda's Accused Products implement the portions of the 3GPP LTE standard specification that read on at least claim 11 of the '908 patent. *See* Exhibit 8.

68. Honda's Accused Products therefore meet at least one claim of the '908 patent.

69. To the extent that Honda releases any new version of its Accused Products, such instrumentalities will meet the claims of the '908 patent and infringe under 35 U.S.C. § 271(a)-(b) in ways analogous to Honda's current infringement described above.

70. Neo Wireless has been damaged and continues to be damaged by Honda's infringement of the '908 patent.

COUNT THREE: INFRINGEMENT OF THE '941 PATENT

71. Neo Wireless incorporates the allegations of the foregoing paragraphs as if fully restated herein.

72. As described above, Honda has infringed and continues to infringe the Asserted Patents by implementing and using 4G/LTE and/or 5G/NR cellular functionality in the Accused Products, and performing the acts of infringement described above.

73. Each of Honda's Accused Products implement the portions of the 3GPP LTE standard specification that read on at least claim 13 of the '941 patent. *See* Exhibit 9.

74. Honda's Accused Products therefore meet at least one claim of the '941 patent.

75. To the extent that Honda releases any new version of its Accused Products, such instrumentalities will meet the claims of the '941 patent and infringe under 35 U.S.C. § 271(a)-(b) in ways analogous to Honda's current infringement described above.

76. Neo Wireless has been damaged and continues to be damaged by Honda's infringement of the '941 patent.

COUNT FOUR: INFRINGEMENT OF THE '450 PATENT

77. Plaintiff incorporates the allegations of all of the foregoing paragraphs as if fully restated herein.

78. As described above, Honda has infringed and continues to infringe the Asserted Patents by implementing and using 4G/LTE and/or 5G/NR cellular functionality in the Accused Products, and performing the acts of infringement described above.

79. Each of Honda's Accused Products implements the portions of the 3GPP LTE standard specification that read on at least claim 7 of the '450 patent. *See* Exhibit 10.

80. Honda's Accused Products therefore meet at least one claim of the '450 patent.

81. To the extent that Honda releases any new version of its Accused Products, such instrumentalities will meet the claims of the '450 patent and infringe under 35 U.S.C. § 271(a)–(b) in ways analogous to Honda's current infringement described above.

82. Neo Wireless has been damaged and continues to be damaged by Honda's infringement of the '450 patent.

COUNT FIVE: INFRINGEMENT OF THE '512 PATENT

83. Plaintiff incorporates the allegations of all of the foregoing paragraphs as if fully restated herein.

84. As described above, Honda has infringed and continues to infringe the Asserted Patents by implementing and using 4G/LTE and/or 5G/NR cellular functionality in the Accused Products, and performing the acts of infringement described above.

85. Each of Honda's Accused Products implements the portions of the 3GPP LTE standard specification that read on at least claim 15 of the '512 patent. *See* Exhibit 11.

86. Honda's Accused Products therefore meet at least one claim of the '512 patent.

87. To the extent that Honda releases any new version of its Accused Products, such instrumentalities will meet the claims of the '512 patent and infringe under 35 U.S.C. § 271(a)–(b) in ways analogous to Honda's current infringement described above.

88. Neo Wireless has been damaged and continues to be damaged by Honda's infringement of the '512 patent.

COUNT SIX: INFRINGEMENT OF THE '302 PATENT

89. Plaintiff incorporates the allegations of all of the foregoing paragraphs as if fully restated herein.

90. As described above, Honda has infringed and continues to infringe the Asserted Patents by implementing and using 4G/LTE and/or 5G/NR cellular functionality in the Accused Products, and performing the acts of infringement described above.

91. Each of Honda's Accused Products implements the portions of the 3GPP LTE standard specification that read on at least claim 23 of the '302 patent. *See* Exhibit 12.

92. Honda's Accused Products therefore meet at least one claim of the '302 patent.

93. To the extent that Honda releases any new version of its Accused Products, such instrumentalities will meet the claims of the '302 patent and infringe under 35 U.S.C. § 271(a)–(b) in ways analogous to Honda's current infringement described above.

94. Neo Wireless has been damaged and continues to be damaged by Honda's infringement of the '302 patent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the following relief:

- a. a judgment in favor of Plaintiff that Defendants have infringed, either literally and/or under the doctrine of equivalents, the Asserted Patents;
- b. a judgment that Defendants' infringement has been and is willful;
- c. a judgment and order requiring Defendants to pay Plaintiff its damages, costs, expenses, and any enhanced damages to which Plaintiff is entitled for Defendant's infringement;
- d. a judgment and order requiring Defendants to provide an accounting and to pay

supplemental damages to Plaintiff, including without limitation, pre-judgment and post-judgment interest;

- e. a judgment and order requiring Defendants to pay ongoing royalties;
- f. a judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding Plaintiff its reasonable attorney fees against Defendants; and
- g. any and all other relief as the Court may deem appropriate and just under the circumstances.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38, Plaintiff hereby demands trial by jury on all claims and issues so triable.

DATED: March 29, 2022

Respectfully submitted,

SAND, SEBOLT & WERNOW CO., LPA

/s/ Howard L. Wernow

Howard L. Wernow (Bar No. 0089019)
Aegis Tower – Suite 1100
4940 Munson Street NW
Canton, Ohio 44718
Telephone: (330) 244-1174
Facsimile: (330) 244-1173
Email: howard.wernow@sswip.com

Jason D. Cassady
(*Pro hac vice forthcoming*)
CALDWELL CASSADY CURRY P.C.
2121 N. Pearl St., Suite 1200
Dallas, Texas 75201
Telephone: (214) 888-4848
Facsimile: (214) 888-4849
Email: jcassady@caldwellcc.com

**ATTORNEYS FOR PLAINTIFF
NEO WIRELESS LLC**