

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

L2 MOBILE TECHNOLOGIES LLC,

Plaintiff,

v.

TCL ELECTRONICS HOLDINGS LIMITED;
TCL INDUSTRIES HOLDINGS CO.,
LIMITED; TCL TECHNOLOGY GROUP
CORPORATION; TCL COMMUNICATION
TECHNOLOGY HOLDINGS LIMITED; TCL
COMMUNICATION LIMITED; TCT
MOBILE WORLDWIDE LIMITED; TCT
MOBILE INTERNATIONAL LIMITED; TCT
MOBILE, INC.; TCT MOBILE (US) INC.; and
TCT MOBILE (US) HOLDINGS INC.,

Defendants.

Civil Action No.

JURY TRIAL DEMANDED

[PUBLIC REDACTED]

COMPLAINT FOR DECLARATORY RELIEF AND PATENT INFRINGEMENT

Plaintiff L2 Mobile Technologies LLC (“L2MT”) complains against Defendants TCL Electronics Holdings Limited., TCL Industries Holdings Co., Limited, TCL Technology Group Corporation, TCL Communication Technology Holdings Limited, TCL Communication Limited, TCT Mobile Worldwide Limited, TCT Mobile International Limited, TCT Mobile, Inc., TCT Mobile (US) Inc., and TCT Mobile (US) Holdings Inc. (collectively, “TCL” or the “Defendants”) as follows:

NATURE OF ACTION

1. This is an action for declaratory relief and patent infringement of United States Patent Nos. 8,179,913; 8,483,144; and 8,054,777 (collectively, the “Patents in Suit”) under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.*

THE PARTIES

2. Plaintiff L2MT is a limited liability company organized and existing under the laws of the State of Texas with its principal place of business at 8105 Rasor Blvd., Suite 210, Plano, TX 75024. L2MT is in the business of licensing patented technology. L2MT is the assignee of the Patents in Suit.

3. On information and belief, Defendant TCL Electronics Holdings Limited is a corporation organized and existing under the laws of the Cayman Islands, with its principal place of business at 7/F, Building 22E, 22 Science Park East Avenue, Hong Kong Science Park, Shatin, New Territories, Hong Kong. On information and belief, TCL Electronics Holdings Limited does business itself, or through its subsidiaries, affiliates, and agents, in the District of Delaware.

4. On information and belief, Defendant TCL Industries Holdings Co., Limited, is a corporation organized and existing under the laws of the People's Republic of China with its principal place of business at 22 Floor, TCL Technical Tower, Huifeng 3 Rad, Zhongkai Development Zone Huizhou. On information and belief, TCL Industries Holdings Co., Limited does business itself, or through its subsidiaries, affiliates, and agents, in the District of Delaware.

5. On information and belief, Defendant TCL Technology Group Corporation, formerly known as TCL Corporation, is a corporation organized and existing under the laws of the People's Republic of China with its principal place of business at TCL Technology Building, No. 17, the Huifeng Third Road, Zhongkai Avenue, Huizhou City, Guangdong, P.R. China 516006. On information and belief, TCL Technology Group Corporation does business itself, or through its subsidiaries, affiliates, and agents, in the District of Delaware.

6. On information and belief, Defendant TCL Communication Technology Holdings Limited is a corporation organized and existing under the laws of the Cayman Islands with its principal place of business at 5/F, Building 22E, 22 Science Park East Avenue, Hong Kong Science

Park, Shatin, New Territories, Hong Kong. On information and belief, TCL Communication Technology Holdings Limited does business itself, or through its subsidiaries, affiliates, and agents, in the District of Delaware.

7. On information and belief, Defendant TCL Communication Limited is a corporation organized and existing under the laws of the People's Republic of China, with its principal place of business at 5/F, TCL Building, 22 Science Park East Avenue, 22E Hong Kong Science Park, Hong Kong. On information and belief, TCL Communication Limited does business itself, or through its subsidiaries, affiliates, and agents, in the District of Delaware.

8. On information and belief, Defendant TCT Mobile Worldwide Limited is a corporation organized and existing under the laws of Hong Kong with its principal place of business at 5/F, Building 22E, 22 Science Park East Avenue, Hong Kong Science Park, Shatin, New Territories, Hong Kong, and is a subsidiary of TCL Communication Technology Holdings Limited. On information and belief, TCT Mobile Worldwide Limited does business itself, or through its subsidiaries, affiliates, and agents, in the District of Delaware.

9. On information and belief, Defendant TCT Mobile International Limited is a corporation organized and existing under the laws of Hong Kong, with its principal place of business at 5/F, Building 22E, 22 Science Park East Avenue, Hong Kong Science Park, Shatin, New Territories, Hong Kong. On information and belief, TCT Mobile International Limited does business itself, or through its subsidiaries, affiliates, and agents, in the District of Delaware.

10. Upon information and belief, Defendant TCT Mobile, Inc. is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 25 Edelman, Suite 200, Irvine, California 92618. On information and belief, TCT Mobile, Inc. does business itself, or through its subsidiaries, affiliates, and agents, in the District of Delaware.

11. Upon information and belief, Defendant TCT Mobile (US) Inc. is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 25 Edelman, Suite 200, Irvine, California 92618. On information and belief, TCT Mobile (US) Inc. does business itself, or through its subsidiaries, affiliates, and agents, in the District of Delaware.

12. Upon information and belief, Defendant TCT Mobile (US) Holdings Inc. is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 25 Edelman, Suite 200, Irvine, California 92618. On information and belief, TCT Mobile (US) Holdings Inc. does business itself, or through its subsidiaries, affiliates, and agents, in the District of Delaware.

13. Defendants, directly and/or through one or more of their agent-subscribers, affiliates, and/or intermediaries, conduct business in and are doing business in this District and elsewhere in the United States, including, without limitation, making, using, selling, offering to sell, and/or importing mobile communications devices, such as smartphones and tablets, that embody the patented technology, enabling third party distributors, resellers, and wireless service providers to sell and offer to sell mobile communications devices, and enabling end-users to use such devices in an infringing manner in this District.

14. Upon information and belief, Defendant TCL Electronics Holdings Limited and/or TCL Industries Holdings Co., Limited, is the head of an interrelated group of divisions and companies, including the other Defendants, which together comprise one of the leading makers and sellers of smartphones and tablets. Upon information and belief, Defendants are part of the same corporate structure and distribution chain for the making, importing, offering to sell, selling, and using of the accused devices in the United States, including in this District in particular. Upon

information and belief, TCL Electronics Holdings Limited Defendants and/or TCL Industries Holdings Co., Limited, control their subsidiaries in a joint enterprise or common plan to commit the acts of patent infringement alleged herein, and are therefore jointly and severally liable for the same.

15. Defendants' products sold in the United States comply with certain wireless communications standards that relate to UMTS and LTE, or "3G" and "4G," wireless communications protocols.

JURISDICTION

16. Certain claims in this action arises under the Patent Laws of the United States, Title 35 of the United States Code. Accordingly, this Court has subject matter jurisdiction over the patent infringement claims in this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

17. This Court has subject matter jurisdiction over L2MT's claims for declaratory judgment under 28 U.S.C. §§ 2201, 2202, and 1332. An actual case or controversy has arisen between the parties that is definite and concrete and which touches the legal relations of the parties having adverse legal interests. The matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States. Plaintiff L2MT is a citizen of Texas. Defendants are each either citizens of Delaware and/or California or of a foreign country.

18. Defendants are subject to this Court's specific and general personal jurisdiction because they are citizens of this District or pursuant to the Delaware Long Arm Statute, due at least to their substantial business conducted in this forum, directly and/or through one or more of their subsidiaries, affiliates, and/or intermediaries, including (i) having solicited business in the State of Delaware, transacted business within the State of Delaware and attempted to derive financial benefit from residents of the State of Delaware, including benefits directly related to the

instant patent infringement causes of action set forth herein; (ii) having placed their products and services into the stream of commerce throughout the United States and having been actively engaged in transacting business in Delaware and in this District; and (iii) either alone or in conjunction with others, having committed acts of infringement within this District and induced others to commit acts of infringement within this District. Defendants have, directly or through their distribution network, purposefully and voluntarily placed infringing devices in the stream of commerce knowing and expecting them to be purchased and used by consumers in Delaware and in this District.

19. On information and belief, Defendants, directly and/or through one or more of their agent-subsi-diar-ies, affiliates, and/or intermediaries, have advertised (including through websites), offered to sell, sold, distributed, induced the sale and use of, and/or imported infringing products into the United States and in this District. Defendants have, directly or through their distribution network, purposefully and voluntarily placed such products in the stream of commerce knowing and expecting them to be purchased and used by consumers in this District. Defendants have committed direct infringement in Delaware and/or committed indirect infringement based on acts of direct infringement in Delaware and in this District. For example, the website <https://www.tcl.com/us/en/products/mobile> directs consumers in the United States, including those in this District, to purchase Defendants' infringing smartphones and tablets from online stores, such as Verizon, Walmart, Metro by T Mobile, T Mobile, Cricket, Sam's Club, Amazon.com, Best Buy, Visible, and Boost Mobile, and brick-and-mortar stores located in this judicial District, including Verizon stores.

20. Further, on information and belief, Defendants are subject to the Court's general jurisdiction, including from 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 Delaware and in this District. Jurisdiction over Defendants in this matter is also proper in as much as Defendants have voluntarily submitted themselves to the jurisdiction of the courts by availing themselves to this District in separate lawsuits. For example, in *Koninklijke KPN N.V. v. TCL Communication, Inc. et al.*, No. 1:17-cv-00091 (D. Del.), TCL Communication Technology Holdings Limited, TCT Mobile, Inc., TCT Mobile (US) Inc., and TCT Mobile (US) Holdings Inc. filed counterclaims against Koninklijke KPN N.V. In so doing, those Defendants purposefully availed themselves to the protections, powers, and resources of this judicial District.

21. Defendants TCT Mobile, Inc., TCT Mobile (US) Inc., and TCT Mobile (US) Holdings Inc. also availed themselves to this District in *Alex is the Best, LLC v. TCT Mobile, Inc. et al.*, No. 1:16-cv-00772 (D. Del.) by filing counterclaims against Alex is the Best, LLC. In so doing, those Defendants purposefully availed themselves to the protections, powers, and resources of this judicial District.

22. Defendants TCT Mobile (US) Inc. and TCT Mobile Inc. also availed themselves to this District in *Godo Kaisha IP Bridge 1 v. TCL Communication Tech. Holdings Ltd. et al.*, No. 1:15-cv-00634 (D. Del.), by filing counterclaims against Godo Kaisha IP Bridge 1. In so doing, those Defendants purposefully availed themselves to the protections, powers, and resources of this judicial District. Therefore, the exercise of jurisdiction over those Defendants is appropriate under the applicable jurisdictional statutes and would not offend traditional notions of fair play and substantial justice.

23. On information and belief, Defendants do one or more of the following with smartphones and tablets that embody the patented technology: (a) manufacture and/or assemble (directly or through third parties) these devices that have been used, offered for sale, sold, and/or

purchased in this District; (b) use these devices in this District; (c) import these devices into the United States for sale to consumers, including consumers in this District; and (d) sell or offer these devices for sale (directly or through third party distributors) in the United States, including to customers in this District.

24. On information and belief, Defendants maintain a corporate presence in the United States via at least their U.S.-based sales subsidiaries and affiliates, including TCT Mobile, Inc., TCT Mobile (US) Inc., and TCT Mobile (US) Holdings Inc. At the direction and control of Defendants, these U.S.-based subsidiaries import, offer to sell, and sell infringing mobile devices in the United States and this District.

25. On information and belief, Defendants and their U.S.-based subsidiaries (which act as part of a global network of overseas sales and manufacturing subsidiaries on behalf of Defendants) have operated as agents of one another and vicariously as parts of the same business group to work in concert together. For example, the Defendants, alone and through at least the activities of their U.S.-based sales subsidiaries, conduct business in the United States, including importing, distributing, and selling infringing products in this District. Defendants, alone and through their U.S.-based subsidiaries, place such infringing products into the stream of commerce via established distribution channels knowing or understanding that such products would be sold and used in the United States, including in the District of Delaware.

VENUE

26. Venue is proper in this judicial district as to TCT Mobile, Inc., TCT Mobile (US) Inc., and TCT Mobile (US) Holdings Inc. under 28 U.S.C. §§ 1391 and 1400(b). TCT Mobile, Inc., TCT Mobile (US) Inc., and TCT Mobile (US) Holdings Inc. are incorporated in the State of Delaware, are subject to personal jurisdiction in this District, have regularly conducted business in this District, and have committed acts of infringement within this District. Without limitation, on

information and belief, within this District TCT Mobile, Inc., TCT Mobile (US) Inc., and TCT Mobile (US) Holdings Inc., directly and/or through subsidiaries, agents, affiliates, and/or intermediaries, have advertised (including through websites), offered to sell, sold and/or distributed infringing devices, and/or have induced the sale and use of infringing devices.

27. Venue is proper in this judicial district as to TCL Technology Group Corporation, TCL Industries Holdings Co., Limited, TCL Communication Technology Holdings Limited, TCL Communication Limited, TCL Electronics Holdings Limited, TCT Mobile Worldwide Limited, and TCT Mobile International Limited under 28 U.S.C. § 1391(c)(3) because they are not residents of the United States, and therefore may be sued in any judicial district.

THE PATENTS IN SUIT

28. On May 15, 2012, U.S. Patent No. 8,179,913 (“the ’913 patent”), entitled “METHOD AND APPARATUS OF HANDLING VARIABLE OF RLC RESET PROCEDURE DURING RECEIVER-SIDE-ONLY RE-ESTABLISHMENT IN WIRELESS COMMUNICATIONS SYSTEM,” a copy of which is attached hereto as Exhibit 1, was duly and legally issued. The ’913 patent issued from U.S. Patent Application Serial Number 11/797,300 filed May 2, 2007 and discloses and relates to wireless communication protocols. The inventors assigned all rights, title, and interest in and to the ’913 patent to ASUSTeK Computer, Inc. (hereinafter “ASUSTeK”). ASUSTeK assigned its entire right, title, and interest in and to the ’913 patent to Innovative Sonic Ltd. (“ISL”). ISL assigned its entire right, title, and interest in and to the ’913 patent to L2MT.

29. L2MT is the current and sole owner of all rights, title and interest in and to the ’913 patent and, at a minimum, of all substantial rights in the ’913 patent, including the exclusive right to enforce the patent and all rights to pursue past, present and future damages and to seek and obtain injunctive or any other relief for infringement of the ’913 patent.

30. Upon information and belief, Defendants have had actual notice of the '913 patent at least as early as September 20, 2017.

31. On November 8, 2011, U.S. Patent No. 8,054,777 (“the '777 patent”), entitled “METHOD AND APPARATUS FOR HANDLING CONTROL PDUS DURING RE-ESTABLISHING RECEIVING SIDES IN A WIRELESS COMMUNICATIONS SYSTEM,” a copy of which is attached hereto as Exhibit 2, was duly and legally issued. The '777 patent issued from U.S. Patent Application Serial Number 11/524,486 filed September 21, 2006 and discloses and relates to wireless communication protocols. The inventors assigned all right, title, and interest in and to the '777 patent to ASUSTeK. ASUSTeK assigned its entire right, title, and interest in and to the '777 patent to ISL. ISL assigned its entire right, title, and interest in and to the '777 patent to L2MT.

32. L2MT is the current and sole owner of all rights, title and interest in and to the '777 patent and, at a minimum, of all substantial rights in the '777 patent, including the exclusive right to enforce the patent and all rights to pursue past, present and future damages and to seek and obtain injunctive or any other relief for infringement of the '777 patent.

33. Upon information and belief, Defendants have had actual notice of the '777 patent at least as early as September 20, 2017.

34. On July 9, 2013, U.S. Patent No. 8,483,144 (“the '144 patent”), entitled “METHOD FOR ENHANCING RRC PROCEDURE RE-INITIATION EFFICIENCY IN A WIRELESS COMMUNICATIONS SYSTEM AND RELATED APPARATUS,” a copy of which is attached hereto as Exhibit 3, was duly and legally issued. The '144 patent issued from U.S. Patent Application Serial Number 12/275,231 filed November 21, 2008 and discloses and relates to wireless communication protocols. The inventors assigned all right, title, and interest in and to the

'144 patent to ISL. ISL assigned its entire right, title, and interest in and to the '144 patent to L2MT.

35. L2MT is the current and sole owner of all rights, title and interest in and to the '144 patent and, at a minimum, of all substantial rights in the '144 patent, including the exclusive right to enforce the patent and all rights to pursue past, present and future damages and to seek and obtain injunctive or any other relief for infringement of the '144 patent.

36. Upon information and belief, Defendants have had actual notice of the '144 patent at least as early as September 20, 2017.

37. The Patents in Suit are standard essential patents. Both ASUSTek and ISL are or have been a member of the European Telecommunications Standards Institute ("ETSI"). ASUSTek and ISL were key contributors of proposals to the 3rd Generation Partnership Project ("3GPP") standards on which 3G and 4G wireless communications operate. ASUSTek and/or ISL declared before ETSI the Patents in Suit as essential to the 3GPP standards.

38. The proliferation of smartphones and other mobile devices, such as those sold by Defendants, and their popularity, are based on the development of the 3G and 4G wireless communication standards. Without 3G and 4G technology and L2MT's inventions incorporated therein, smartphones and other mobile devices would not be able to provide the constant on-the-go access to video, streaming media, and gaming that we are accustomed to today.

DEFENDANTS' INFRINGING PRODUCTS AND METHODS

39. Defendants make, use, sell, offer for sale and/or import into the United States smartphones and tablets that comply with 3G and/or 4G wireless communications standards. (Ex. 4.) Upon information and belief, all of Defendants' smartphones and tablets that comply with the 4G wireless communications standard also comply with the 3G wireless communications standard. (*Id.*) Each of the Patents in Suit is essential to either the 3G or 4G wireless communications

standard. Defendants' smartphones and tablets that comply with the 3G or with both the 3G and 4G wireless communications standards cannot operate without infringing the systems and methods claimed in the Patents in Suit.

40. By way of example, and without limitation, upon information and belief, Defendants' smartphones and tablets that comply with the 3G or with both the 3G and 4G wireless communications standards (the "Accused Instrumentalities") include at least the Stylus, Tab 10s, Tab 10 HD 4G, Tab 8 4G, NxtPaper, TCL 10 TabMid, TCL 10 TabMax, TCL 30 Series (including at least 30 5G, 30+, 30, 30 SE, 30E, 305i, 303, 304, 305, 30 V 5G, 30 XE 5G), TCL 20 Series (including at least 20 XE, 20E, 20Y, 20B, 20 R 5G, 20 Pro 5G, 20S, 20L+, 20L, 20 5G, 20 SE), TCL 10 Series (including at least 10 5G UW, 10 SE, 10 Plus, 10 5G, 10 Pro, 10L), TCL A30, TCL A3, TCL L10 Pro, TCL Plex, TCL Y660, T-Mobile REVVL 2, T-Mobile REVVL 2 Plus, Alcatel 1, Alcatel 1V, Alcatel 3V, Alcatel A30 PLUS, Alcatel A30, Alcatel TETRA™, Alcatel 1x/IdealXtra, Alcatel 1/Onyx, Alcatel 1x Evolve, Alcatel CAMEOX, Alcatel AT&T Cingular Flip™ 2, Alcatel idealXCITE™, Alcatel ALLURA, Alcatel GO FLIP, Alcatel TETRA, Alcatel Verso/U5/Raven, Alcatel IDOL 5, Alcatel PULSEMIX, Alcatel QUICKFLIP, Alcatel PIXI Theatre, Alcatel Flint, Alcatel STREAK, Alcatel 7/REVVL 2 Plus, Alcatel REVVL/A30 FIERCE, Alcatel REVVL 2, Alcatel FIERCE 4, Alcatel LINKZONE, Alcatel Jitterbug Smart2, BlackBerry Key2, BlackBerry Motion, BlackBerry Key2 LE, and BlackBerry KeyOne. Despite not having a license to the Patents in Suit, Defendants' Accused Instrumentalities infringe the systems and/or methods claimed therein.

BACKGROUND

41. The 3rd Generation Partnership Project ("3GPP") develops standards for globally-applicable mobile communications systems. Originally established in 1998 to produce technical specifications and technical reports for a 3G mobile system, the scope of 3GPP has since expanded.

For example, it has since taken on the responsibility of developing LTE and 5G cellular technologies. 3GPP has become the focal point of the vast majority of mobile systems beyond 3G.¹

42. 3GPP unites seven telecommunications standards development organizations from around the world known as “Organizational Partners.” These Organizational Partners include the European Telecommunications Standards Institute (“ETSI”) as well as the Alliance for Telecommunication Industry Solutions, USA, and several others. Companies may participate in 3GPP through their membership in one of the Organizational Partners.

43. ETSI is an independent, non-profit Organizational Partner that produces globally-accepted standards for the telecommunication industry. ETSI currently has more than 900 members from more than sixty countries across five continents. ETSI is the recognized regional standards body dealing with telecommunications, broadcasting and other electronic communications networks and services. ETSI was initially founded to serve European standards setting needs, but ETSI’s standards are now used worldwide. ETSI and its members have developed global standards that ensure worldwide state-of-the-art performance and interoperability between networks, devices, and network operators for a number of services and applications.

44. The 3G and 4G wireless communications standards establish precise specifications for the essential components of telecommunications systems and are central to allowing products and services from unrelated competitors to be compatible and operate seamlessly with a telecommunications network. Global standards enable any company to market and sell mobile devices and provide for ubiquitous connectivity for users across telecommunications networks. Consumers benefit from a ubiquitous network that works across multiple wireless service provider

¹ <https://www.3gpp.org/about-3gpp> (last visited September 21, 2022).

platforms. Consumers also can pick from a wide variety of phones because the standards are available for any manufacturer wanting to implement the standards into their smartphones and other devices.

45. Developing wireless communications standards is an iterative process. Industry members who develop mobile communications technology compete to find solutions to the standard's technical challenges and goals. The member companies participate in 3GPP Working Groups to discuss and select, through a voting process, the most acceptable technology among competing proposals. Technologies developed by individual members that are proposed to the 3GPP Working Groups often become part of the 3GPP standards.

46. The 3G and 4G wireless standards have contributed to the growth in the cellular industry over the last two decades, providing affordable communication to billions of people worldwide. According to the U.S. Department of Justice and U.S. Patent Office:

Standards, particularly voluntary consensus standards set by standards developing organizations (SDOs), play a vital role in the economy. SDOs develop standards using open, transparent, and consensus-based processes to address issues of interest to their stakeholders. By allowing products designed and manufactured by many different firms to function together, interoperability standards can create enormous value for consumers and fuel the creation and utilization of new and innovative technologies to benefit consumers.²

47. 3GPP participants are required to abide by the intellectual property rights ("IPR") policy of the Organizational Partners to which they belong. These IPR policies, such as the ETSI IPR Policy, are intended to strike "a balance between the needs of standardization for public use

² U.S. Department of Justice and U.S. Patent & Trademark Office, Policy Statement on Remedies for Standard-Essential Patents Subject to Voluntary F/RAND Commitments at 2-3, available at <https://www.justice.gov/atr/page/file/1228016/download>. (last visited September 21, 2022).

in the field of telecommunications and the rights of the owners of IPRs.”³ “IPR holders, whether members of ETSI and their AFFILIATES or third parties, should be adequately and fairly rewarded for the use of their IPRs in the implementation of STANDARDS and TECHNICAL SPECIFICATIONS.”⁴

48. 3GPP participants are required to disclose intellectual property (including patents and patent applications) owned by them which they believe are or are likely to become essential, or might be essential, to any 3GPP standard, including 3G and 4G. Companies are also required by IPR policies to license their intellectual property on terms and conditions that are fair, reasonable, and non-discriminatory (“FRAND”).⁵ These policies bind all successors-in-interest to license essential intellectual property on FRAND terms.⁶

49. The ETSI IPR Policy is governed by French law.⁷

50. Clause 15.6 of the ETSI IPR Policy defines the term “ESSENTIAL” to mean 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.” The ETSI Guide on IPRs further states “an ‘essential IPR’ is an IPR which has been included within a standard and where it would be

³ ETSI Rules of Procedure, Annex 6: ETSI Intellectual Property Rights Policy § 3.1, 30 March 2022, available at <http://www.etsi.org/images/files/IPR/etsi-ipr-policy.pdf> (last visited September 21, 2022).

⁴ Id. § 3.2.

⁵ Id. § 6.1.

⁶ Id. § 6.1.

⁷ ETSI Rules of Procedure, Annex 6: ETSI Intellectual Property Rights Policy, 30 March 2022, available at <http://www.etsi.org/images/files/IPR/etsi-ipr-policy.pdf> (last visited September 21, 2020).

impossible to implement the standard without making use of this IPR. The only way to avoid the violation of this IPR in respect of the implementation of the standard is therefore to request a license from the owner.”⁸

51. ETSI is and has been involved in standardization of the most recent generations of mobile communications standards, including the 3G and 4G wireless communications standards.

L2MT’S STANDARD ESSENTIAL PATENTS

52. The ’913, ’777, and ’144 patents are among over 70 standard essential patents owned by L2MT. A listing of the standard essential patents owned by L2MT is attached hereto as Exhibit 5 (the “L2MT Essential Patents”). The L2MT Essential Patents were originally invented by, procured by, or assigned to ASUSTek and/or ISL. ASUSTeK is or has been a member of the European Telecommunications Standards Institute (“ETSI”). ASUSTek was a key contributor of proposals to the 3G and 4G wireless standards.

53. The L2MT Essential Patents consist of fourteen patent families. ASUSTek or ISL declared before ETSI twelve of those patent families as essential to the 3G wireless communication standard, and two patent families essential to the 4G wireless communication standard. As discussed above, the 3G and 4G wireless communication standards were developed or completed by ETSI. As a result, pursuant to ETSI’s IPR Policy, ASUSTek and/or ISL had an obligation to license the L2MT Essential Patents on FRAND terms.

54. L2MT became the owner of the L2MT Essential Patents on or around January 5, 2017, obtaining all right, title, and interest in, to, and under the L2MT Essential Patents, including

⁸ ETSI Guide on IPR, 10 June 2021, Version adopted by Board #133, available at <http://www.etsi.org/images/files/IPR/etsi-guide-on-ipr.pdf> (last visited September 21, 2022).

without limitation all legal rights of the prior owners ISL and AsusTek, including exclusive enforcement rights.

55. L2MT, as the present owner of the L2MT Essential Patents, has voluntarily agreed to grant licenses under FRAND terms to willing licensees who negotiate in good faith.

56. ETSI's IPR Policy Section 3.2 states that IPR holders are to be adequately and fairly rewarded for use of their IPRs in the implementation of standards and technical specifications. A true and correct copy of ETSI's IPR Policy is attached hereto as Exhibit 6.

57. Consistent with its FRAND commitment, L2MT, since taking ownership of the L2MT Essential Patents, has thus far licensed them to 15 members of the telecommunications industry who have agreed to pay royalties to L2MT for a global portfolio license on FRAND terms.

58. The ubiquity and proliferation of wireless communications implemented in connected devices, such as Defendants' smartphone and tablets, is based on the development of the 3G wireless communication standard. Without 3G and 4G technology and L2MT's inventions incorporated therein, Defendants' smartphones and tablets would not have the connectivity that provide user access to features that require data transfer, such as voice and video calls, video and music streaming, internet browsing, navigation, location services, and payment services. Defendants' implementation of 3G and 4G mobile communications in their smartphones and tablet devices, and the features allowed by such connectivity, are dependent on the performance that L2MT's inventions provide.

PLAINTIFF'S ATTEMPTS TO LICENSE DEFENDANTS

59. Defendants implement the 3G and 4G wireless standards in their smartphones and tablets. Defendants' devices that comply with the 3G and 4G wireless communications standards infringe one or more of the claims of the L2MT Essential Patents, including the Patents in Suit.

60. More than five years ago, L2MT notified Defendants of the L2MT Essential Patents. Since its initial notice to Defendants, L2MT has consistently conducted itself in a fair, reasonable, and non-discriminatory manner in full compliance with its obligations under the ETSI IPR Policy, including by making a FRAND license offer to Defendants. Defendants have unreasonably delayed negotiations, avoided responding to L2MT's FRAND license offer, and have not negotiated in good faith while falsely claiming to be a willing licensee. Defendants have demonstrated by their actions that they are not willing to take a license to L2MT's Essential Patents, including the Patents in Suit. L2MT cannot abide Defendants' un-FRAND behavior and continued and unabated infringement.

61. On the other hand, L2MT, in conformance with ETSI's IPR Policy, has informed Defendants that it is prepared to grant Defendants an irrevocable license to the L2MT Essential Patents, including the Patents in Suit, on FRAND terms. The history of negotiations summarized below confirms L2MT's FRAND conduct and Defendants' un-FRAND behavior.

Defendants Engage in Delay Tactics, Avoid Responding to L2MT's FRAND License Offer, and Fail to Negotiate in Good Faith

62. On February 26, 2017, L2MT sent a letter to Mr. Victor Yang, Vice President and Group Counsel for Defendant TCL Technology Group Corporation (previously named TCL Corporation). The letter introduced Defendants to the L2MT Standard Essential Patents and requested a prompt response. Defendants failed to respond to the letter.

63. Not having heard back from defendants for nearly six months, on August 24, 2017, L2MT sent a letter to Mr. Stephen Chiang, General Counsel, TCT Holdings Limited, with a copy also sent to Ms. Vivian Lau, Legal Counsel, TCT Holdings Limited. The letter again introduced the L2MT patents, and also identified exemplary infringing products of Defendants and specific patents and claims, including claims of the Patents in Suit, infringed by those products. The letter

also provided royalty rate tables for licensing the L2MT Essential Patents. L2MT received confirmation that the letter was delivered to Mr. Chiang and Ms. Lau at least as early as September 20, 2017. Defendants failed to respond to the letter.

64. On September 19, 2017, L2MT resent to Defendants the information from its August 27, 2017, letter and received confirmation of its receipt.

65. Not having heard back from Defendants in nearly nine months, on November 9, 2017, L2MT emailed Ms. Lau requesting her availability to discuss L2MT's August 24, 2017, letter.

66. With more than a year having passed without hearing from Defendants, on April 10, 2018, L2MT followed up again with Mr. Yang by email, asking for his response to L2MT's multiple letters. On April 23, 2018, L2MT followed up by email again to Mr. Yang asking for a response from Defendants and attaching a draft Confidentiality Agreement.

67. On April 24, 2018, more than a year after L2MT sent its first letter to Defendants, Mr. Yang finally responded by acknowledging receipt of L2MT's April 23, 2018, email. L2MT replied that same day to Mr. Yang's email, requesting his response to L2MT's earlier correspondence. Despite having acknowledged receipt of L2MT's earlier correspondence, Defendants failed to substantively respond to L2MT's email.

68. Despite Mr. Yang acknowledging receipt of L2MT's April 23, 2018, email, L2MT did not hear again from Defendants for nearly six more months. Therefore, on October 17, 2018, L2MT again followed up with an email to Mr. Yang asking for Defendants' response. In the email, L2MT also informed Defendants that L2MT had already licensed several major wireless equipment sellers to the L2MT Essential Patents, attached a draft Confidentiality Agreement for Defendants' consideration, and attached the ETSI commitments made by the previous owners of

the L2MT Essential Patents. L2MT's email also attached a table that identified exemplary claims of the L2MT Essential Patents, infringing TCL products, and the portions of the 3G or 4G standards infringed by those patent claims. Defendants again failed to respond to L2MT's correspondence.

69. On July 6, 2018, L2MT, through its counsel, sent a letter to Defendants' customer, AT&T Inc., providing notice of the L2MT Essential Patents, including the Patents in Suit. The letter specifically identified the L2MT Essential Patents, including each of the Patents in Suit, exemplary AT&T (and other branded) phones that infringed the patents, and the specific sections of the 3G or 4G standard that infringed each of the patents. The letter further provided L2MT's FRAND royalty rates for the L2MT Standard Essential Patents.

70. In an email dated February 18, 2019, counsel for AT&T forwarded L2MT's letter to AT&T to the General Counsel for TCT Mobile, Inc., Ms. Qian Wen. The email stated that two of the phones that L2MT identified in its letter to AT&T were supplied to AT&T by TCT Mobile, Inc., and TCL Communications Technology Holdings Ltd. The email also introduced Ms. Wen to L2MT and encouraged Ms. Wen to negotiate directly with L2MT regarding L2MT's Essential Patents.

71. On March 6, 2019, L2MT followed up on the email from AT&T by emailing Ms. Wen, referencing the materials sent to Defendants in earlier correspondence, and attaching updated charts identifying an exemplary list of Defendants' infringing products, the L2MT patents infringed by those products, and the portions of the 3G or 4G standard infringed by L2MT's Essential Patents, including the Patents in Suit. L2MT also sent another draft Confidentiality Agreement for Defendants' consideration.

72. On April 19, 2019, L2MT again emailed Ms. Wen following up on its earlier email to her and requesting her response.

73. On April 22, 2019, more than two years after L2MT first contacted Defendants regarding the L2MT Essential Patents, Ms. Wen emailed L2MT and acknowledged receipt of L2MT's April 19, 2019, email and named Mr. Jiunying (Johnny) Wu as Defendants' point of contact.

74. On May 17, 2019, L2MT through its parent Longhorn IP LLC, entered into a Confidentiality Agreement with Defendant TCL Communication Technology Holdings Ltd. and its wholly-owned subsidiaries for the purpose sharing confidential information and with the desire to enter into discussions regarding potential licensing of patents owned by Longhorn IP LLC's subsidiaries, including Plaintiff L2MT. (Ex. 7.)

75. [REDACTED]

76. [REDACTED]

[REDACTED]

77. [REDACTED]

[REDACTED]

78. [REDACTED]

[REDACTED]

[REDACTED]

79. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

80. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

81. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

82. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

83. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

84. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

85. [REDACTED]

[REDACTED]

86. [REDACTED]

[REDACTED]

87. [REDACTED]

[REDACTED]

88. [REDACTED]

[REDACTED]

89. [REDACTED]

[REDACTED]

[REDACTED]

90. [REDACTED]

[REDACTED]

91. [REDACTED]

[REDACTED]

92. [REDACTED]

[REDACTED]

93. [REDACTED]

[REDACTED]

[REDACTED]

94. [REDACTED]

[REDACTED]

95. [REDACTED]

[REDACTED]

96. [REDACTED]

[REDACTED]

97. [REDACTED]

[REDACTED]

FIRST CAUSE OF ACTION

(Declaratory Judgment That L2MT Has Complied With Its FRAND Commitment)

98. L2MT repeats and realleges the allegations in paragraphs 1 to 97 as if fully set forth herein.

99. Pursuant to the terms and conditions of the ETSI IPR Policy and the declaration of essentiality of the L2MT Essential Patents made to ETSI, L2MT has committed to grant to implementers of the 3G and 4G standards, including Defendants, licenses to the L2MT Essential

Patents on terms that are FRAND. This declaration forms a contract under French law to which Defendants are a third-party beneficiary.

100. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

101. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

102. L2MT and Defendants have adverse legal interests because Defendants have used and continue to use the technology claimed in the L2MT Essential Patents by virtue of their implementation of the 3G and 4G wireless communications standards in the Accused Instrumentalities without L2MT's authorization. Defendants' unauthorized use of the technology claimed in the L2MT Essential Patents constitutes infringement.

103. [REDACTED]

[REDACTED]

[REDACTED] At the same

time, Defendants have profited by virtue of their use of the L2MT Essential Patents, including the Patents in Suit, to the detriment of L2MT.

104. [REDACTED]

105. [REDACTED]

106. Therefore, a substantial controversy exists between L2MT and Defendants of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

107. L2MT requests a declaratory judgment that L2MT complied with its FRAND commitment, as set forth in its IPR licensing declarations to ETSI, as well as ETSI's IPR Policy and any applicable laws, in its negotiations with Defendants.

SECOND CAUSE OF ACTION

(Declaratory Judgment That Defendants Have Acted in Bad Faith, are Unwilling Licensees, Have Breached Their Obligation to Negotiate in a FRAND Manner, and Have Forfeited and Exhausted Any and All Rights As a Third-Party Beneficiary Under a FRAND Contract and to a FRAND License)

[REDACTED]

112. Therefore, a substantial controversy exists between L2MT and Defendants of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

113. L2MT requests a declaratory judgment that Defendants have acted in bad faith, are unwilling licensees, and have breached their obligation to negotiate in a FRAND manner, and have therefore repudiated, rejected, exhausted and/or forfeited any and all rights to assert they are third-party beneficiaries of FRAND declarations associated with the L2MT Essential Patents and to a FRAND license to the same.

THIRD CAUSE OF ACTION
(Infringement of the '913 Patent)

114. L2MT hereby repeats and re-alleges the allegations contained in paragraphs 1 to 97, as if fully set forth herein.

115. The '913 patent is presumed valid under 35 U.S.C. § 282.

116. It is necessary to practice one or more claims of the '913 patent to comply with the requirements of the 3G mobile communications standard, including without limitation 3GPP TS 25.322 v6.12.0 and subsequent versions. The Accused Instrumentalities are covered by one or more claims of the '913 patent and therefore infringe the '913 patent. A claim chart attached as Exhibit 9 identifies specifically how each element of each asserted claim of the '913 patent must be practiced by or present in smartphone and tablet devices that comply with the 3G wireless communications standard.

117. Defendants, directly and/or through their intermediaries, have been and are now infringing at least claims 1 and 2 of the '913 patent pursuant to 35 U.S.C. § 271(a) by using without authority the Accused Instrumentalities in a manner that infringes the methods of claims 1 and 2 of the '913 patent. Upon information and belief, such use includes use of the 3G wireless capabilities during development of and in connection with testing of the Accused Instrumentalities. Such use cannot be performed without infringing claims 1 and 2 of the '913 patent. In addition, upon information and belief, Defendants' employees use the 3G capabilities of the Accused Instrumentalities in connection with their work for Defendants. Such use by Defendants' employees also necessarily infringes the methods of claims 1 and 2 of the '913 patent.

118. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 1 of the '913 patent literally and/or pursuant to the doctrine of equivalents wherein the Accused Instrumentalities practice the method of handling a variable of a Radio Link Control reset procedure during receiver-side-only re-establishment in a wireless communications system comprising the steps of re-establishing only a receiver side of a Radio Link Control (RLC) entity, and resetting a reset state variable, used for counting the number of times a RESET protocol data unit (PDU) is scheduled to be transmitted, during the re-establishing of only the receiver side of the RLC entity.

119. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 2 of the '913 patent literally and/or pursuant to the doctrine of equivalents wherein such devices practice the limitations of claim 1, and further, wherein the wireless communications system operates in Acknowledged Mode.

120. Defendants, directly and/or through their intermediaries, have been and are now infringing at least claims 3 and 4 of the '913 patent pursuant to 35 U.S.C. § 271(a) by making,

using, offering to sell, and/or selling in the United States, and/or importing into the United States, without authority, the Accused Instrumentalities that infringe the communications device claimed in claims 3 and 4 of the '913 patent.

121. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 3 of the '913 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise a control circuit for realizing functions of the communications device, a processor installed in the control circuit for executing a program code to operate control circuit, and a memory coupled to the processor for storing the program code, wherein the program code comprises re-establishing only a receiver side of a Radio Link Control (RLC) entity, and resetting a reset state variable, used for counting the number of times a RESET protocol data unit (PDU) is scheduled to be transmitted, during the re-establishing of only the receiver side of the RLC entity.

122. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 4 of the '913 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise the limitations of claim 3, and further, wherein the wireless communications system operates in Acknowledged Mode.

123. Defendants, directly and/or through their subsidiaries, affiliates, agents, and/or business partners, have in the past and continue to indirectly infringe the '913 patent, including at least claims 1–4 of the '913 patent, pursuant to 35 U.S.C. § 271(b) by actively inducing acts of direct infringement performed by others.

124. Upon information and belief, Defendants have had actual notice of the '913 patent and the infringement alleged herein at least as early as September 20, 2017, when Defendants received L2MT's letter identifying the '913 patent and exemplary infringing products that comply with the 3G wireless communications standard. Upon gaining knowledge of the '913 patent, it

was, or became, apparent to Defendants that the use of the 3G wireless capabilities of the Accused Instrumentalities results in direct infringement of the '913 patent. Upon information and belief, Defendants have continued and will continue to engage in activities constituting inducement of such direct infringement, notwithstanding their knowledge, or willful blindness thereto, that the activities they induce result in infringement of the '913 patent.

125. Defendants indirectly infringe by inducing resellers and consumer end-users to infringe the methods claimed in claims 1 and 2 of the '913 patent by using the 3G wireless capabilities of the Accused Instrumentalities in their normal and customary way in the United States and in this District. Defendants indirectly infringe by inducing resellers and consumer end-users to use the Accused Instrumentalities that infringe claims 3 and 4 of the '913 patent and by inducing resellers to import, sell and/or offer for sale such Accused Instrumentalities in the United States and in this District. For example, Defendants actively induce such third parties to infringe the '913 patent by performing one or more of the following acts, among other things: (i) designing, manufacturing, offering for sale, and selling the Accused Instrumentalities to such third parties with the knowledge and intent that such devices will be imported, sold, offered for sale, and used in accordance with the 3G standard, (ii) enabling resellers to import, sell, and offer for sale in the United States the Accused Instrumentalities and enabling resellers and enabling consumer end-users of Accused Instrumentalities to use the products in accordance with at least the 3G standard as disclosed and claimed in the '913 patent; (iii) providing instructions to resellers and consumer end-users of Accused Instrumentalities for using the Accused Instrumentalities in their customary way; (iv) advertising and promoting the Accused Instrumentalities and their compliance with at least the 3G standard; and (v) providing to resellers the Accused Instrumentalities, including the hardware (e.g., antenna(s), filter(s), switch(es), transceiver(s), and/or baseband processor(s))

contained in Accused Instrumentalities) and software components (e.g., operating systems running on Accused Instrumentalities and other software and/or firmware used to operate components of the Accused Instrumentalities) that may be required for or associated with infringement of the '913 patent's claims, through Defendants' website and through authorized third-party resellers.

126. Defendants encourage resellers and consumer end-users to infringe claims 1–4 of the '913 patent with knowledge and the specific intent to cause the acts of direct infringement performed by these third parties. On information and belief, despite having knowledge of the '913 patent, Defendants have been and will continue to make, use, sell, offer to sell, and import into the United States the Accused Instrumentalities directly and through the actions of others controlled by Defendants. Defendants are aware that the Accused Instrumentalities are manufactured to comply with the 3G wireless communications standard, and that the subsequent importation, sale, offer for sale, and/or use of such Accused Instrumentalities in the United States would be a direct infringement of the '913 patent. Therefore, Defendants are aware that resellers and consumer end-users will infringe the '913 patent by importing, selling, offering for sale, and/or using the Accused Instrumentalities supplied by or on behalf of Defendants in their ordinary and customary way in accordance with the 3G wireless communication standard as claimed in the '913 patent. Upon information and belief, the 3G wireless capabilities of the Accused Instrumentalities cannot be operated in their normal and customary way without complying with the 3G wireless communications standard.

127. Defendants' direct and indirect infringement of the '913 patent has injured L2MT, and L2MT is entitled to recover damages adequate to compensate for such infringement pursuant to 35 U.S.C. § 284. Unless Defendants cease their infringing activities, they will continue to injure L2MT by infringing the '913 patent.

128. On information and belief, Defendants acted egregiously and with willful misconduct in that their actions constituted direct or indirect infringement of a valid patent, and this was either known or so obvious that Defendants should have known about it. Defendants continue to infringe the '913 patent by making, using, selling, offering for sale and/or importing in the United States the Accused Instrumentalities and by inducing the direct infringing use, sale, offer for sale, and importation of the Accused Instrumentalities by others, in reckless disregard of L2MT's patent rights. Defendants have continued their infringement notwithstanding actual knowledge of the '913 patent and without a good faith basis to believe that their activities do not infringe any valid claim of the '913 patent. Defendants' infringement of the '913 patent following their knowledge of the '913 patent is willful and L2MT is entitled to treble damages and attorneys' fees and costs incurred in this action under 35 U.S.C. §§ 284 and 285.

FOURTH CAUSE OF ACTION

(Infringement of the '777 Patent)

129. L2MT hereby repeats and re-alleges the allegations contained in paragraphs 1 to 97, as if fully set forth herein.

130. The '777 patent is presumed valid under 35 U.S.C. § 282.

131. It is necessary to practice one or more claims of the '777 patent to comply with the requirements of the 3G mobile communications standard, including without limitation 3GPP TS 25.322 v6.12.0 and subsequent versions. The Accused Instrumentalities are covered by one or more claims of the '777 patent and therefore infringe the '777 patent. A claim chart attached as Exhibit 10 identifies specifically how each element of each asserted claim of the '777 patent must be practiced by or present in smartphone and tablet devices that comply with the 3G wireless communications standard.

132. Defendants, directly and/or through their intermediaries have been and are now infringing at least claims 1, 6, 8, and 9 of the '777 patent pursuant to 35 U.S.C. § 271(a) by using without authority the Accused Instrumentalities in a manner that infringes the methods of claims 1, 6, 8, and 9 of the '777 patent. Upon information and belief, such use includes use of the 3G wireless capabilities during development of and in connection with testing of the Accused Instrumentalities. Such use cannot be performed without infringing claims 1, 6, 8, and 9 of the '777 patent. In addition, upon information and belief, Defendants' employees use the 3G capabilities of the Accused Instrumentalities in connection with their work for Defendants. Such use by Defendants' employees also necessarily infringes the methods of claims 1, 6, 8, and 9 of the '777 patent.

133. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 1 of the '777 patent literally and/or pursuant to the doctrine of equivalents wherein the Accused Instrumentalities practice the method of handling control Protocol Data Units (PDUs) in a wireless communications system having a communications device having a Radio Link Control (RLC) entity having a transmitting side and a receiving side when reestablishing the receiving side comprising: only reestablishing the receiving side in the RLC entity of the communications device; discarding a first control PDU corresponding to the receiving side; and retaining and not discarding a second control PDU corresponding to the transmitting side wherein the first control PDU corresponding to the receiving side is a Move Receiving Window (MRW) Acknowledgment (ACK) Status PDU.

134. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 6 of the '777 patent literally and/or pursuant to the doctrine of equivalents wherein such

devices practice the limitations of claim 1, and further, wherein the second control PDU corresponding to the transmitting side is a Move Receiving Window (MRW) Status PDU.

135. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 8 of the '777 patent literally and/or pursuant to the doctrine of equivalents wherein such devices practice the limitations of claim 1, and further, wherein the wireless communications system operates in Acknowledged Mode.

136. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 9 of the '777 patent literally and/or pursuant to the doctrine of equivalents wherein such devices practice the limitations of claim 1, and further, wherein the communications device is a mobile phone, a wireless mobile communications device, or a networking device.

137. Defendants, directly and/or through their intermediaries, have been and are now infringing at least claims 2, 13, 15, and 16 of the '777 patent pursuant to 35 U.S.C. § 271(a) by making, using, offering to sell, and/or selling in the United States, and/or importing into the United States, without authority, the Accused Instrumentalities that infringe the communications device claimed in claims 2, 13, 15, and 16 of the '777 patent.

138. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 2 of the '777 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise a communications device utilized in a wireless communications system, and a Radio Link Control (RLC) entity of the communications device having a transmitting side and a receiving side, utilized for accurately reestablishing the receiving side, the wireless communications device comprising a control circuit for realizing functions of the wireless communications device, a central processing unit for executing a program code to operate the control circuit, and a memory for storing the program code, wherein the program code comprises

only reestablishing the receiving side in the RLC entity of the communications device, discarding a first control Protocol Data Unit (PDU) corresponding to the receiving side, retaining and not discarding a second control PDU corresponding to the transmitting side wherein the first control PDU corresponding to the receiving side is a Move Receiving Window (MRW) Acknowledgment (ACK) Status PDU.

139. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 13 of the '777 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise the limitations of claim 2, and further, wherein the second control PDU corresponding to the transmitting side is a Move Receiving Window (MRW) Status PDU.

140. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 15 of the '777 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise the limitations of claim 2, and further, wherein the wireless communications system operates in Acknowledged Mode.

141. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 16 of the '777 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise the limitations of claim 2, and further, wherein the communications device is a mobile phone, a wireless mobile communications device, or a networking device.

142. Defendants, directly and/or through their subsidiaries, affiliates, agents, and/or business partners, have in the past and continue to indirectly infringe the '777 patent, including at least claims 1, 2, 6, 8, 9, 13, 15 and 16 of the '777 patent, pursuant to 35 U.S.C. § 271(b) by actively inducing acts of direct infringement performed by others.

143. Upon information and belief, Defendants have had actual notice of the '777 patent and the infringement alleged herein at least as early as September 20, 2017, when Defendants

received L2MT's letter identifying the '777 patent and exemplary infringing products that comply with the 3G wireless communications standard. Upon gaining knowledge of the '777 patent, it was, or became, apparent to Defendants that the use of the 3G wireless capabilities of the Accused Instrumentalities results in direct infringement of the '777 patent. Upon information and belief, Defendants have continued and will continue to engage in activities constituting inducement of such direct infringement, notwithstanding their knowledge, or willful blindness thereto, that the activities they induce result in infringement of the '777 patent.

144. Defendants indirectly infringe by inducing resellers and consumer end-users to infringe the methods claimed in claims 1, 6, 8 and 9 of the '777 patent by using the 3G wireless capabilities of the Accused Instrumentalities in their normal and customary way in the United States and in this District. Defendants indirectly infringe by inducing resellers and consumer end-users to use Accused Instrumentalities that infringe claims 2, 13, 15, and 16 of the '777 patent and by inducing resellers to import, sell and/or offer for sale such Accused Instrumentalities in the United States and in this District. For example, Defendants actively induce such third parties to infringe the '777 patent by performing one or more of the following acts, among other things: (i) designing, manufacturing, offering for sale, and selling the Accused Instrumentalities to such third parties with the knowledge and intent that such devices will be imported, sold, offered for sale, and used in accordance with the 3G standard, (ii) enabling resellers to import, sell, and offer for sale in the United States the Accused Instrumentalities and enabling resellers and enabling consumer end-users of Accused Instrumentalities to use the products in accordance with at least the 3G standard as disclosed and claimed in the '777 patent; (iii) providing instructions to resellers and consumer end-users of Accused Instrumentalities for using the Accused Instrumentalities in their customary way; (iv) advertising and promoting the Accused Instrumentalities and their compliance with at

least the 3G standard; and (v) providing to third party sellers the Accused Instrumentalities, including hardware (e.g., antenna(s), filter(s), switch(es), transceiver(s), and/or baseband processor(s) contained in Accused Instrumentalities) and software components (e.g., operating systems running on Accused Instrumentalities and other software and/or firmware used to operate components of the Accused Instrumentalities) that may be required for or associated with infringement of the '777 patent's claims through Defendants' website and through authorized third-party resellers.

145. Defendants encourage resellers and consumer end-users to infringe claims 1, 2, 6, 8, 9, 13, 15 and 16 of the '777 patent with knowledge and the specific intent to cause the acts of direct infringement performed by these third parties. On information and belief, despite having knowledge of the '777 patent, Defendants have been and will continue to make, use, sell, offer to sell, and import into the United States the Accused Instrumentalities directly and through the actions of others controlled by Defendants. Defendants are aware that the Accused Instrumentalities are manufactured to comply with the 3G wireless communications standard, and that the subsequent importation, sale, offer for sale, and/or use of such Accused Instrumentalities in the United States would be a direct infringement of the '777 patent. Therefore, Defendants are aware that resellers and consumer end-users will infringe the '777 patent by importing, selling, offering for sale, and/or using the Accused Instrumentalities supplied by or on behalf of Defendants in their ordinary and customary way in accordance with the 3G wireless communication standard as claimed in the '777 patent. Upon information and belief, the 3G wireless capabilities of the Accused Instrumentalities cannot be operated in their normal and customary way without complying with the 3G wireless communications standard.

146. Defendants' direct and indirect infringement of the '777 patent has injured L2MT, and L2MT is entitled to recover damages adequate to compensate for such infringement pursuant to 35 U.S.C. § 284. Unless Defendants cease their infringing activities, they will continue to injure L2MT by infringing the '777 patent.

147. On information and belief, Defendants acted egregiously and with willful misconduct in that their actions constituted direct or indirect infringement of a valid patent, and this was either known or so obvious that Defendants should have known about it. Defendants continue to infringe the '777 patent by making, using, selling, offering for sale and/or importing in the United States the Accused Instrumentalities and by inducing the direct infringing use, sale, offer for sale, and importation of the Accused Instrumentalities by others, in reckless disregard of L2MT's patent rights. Defendants have continued their infringement notwithstanding actual knowledge of the '777 patent and without a good faith basis to believe that their activities do not infringe any valid claim of the '777 patent. Defendants' infringement of the '777 patent following their knowledge of the '777 patent is willful and L2MT is entitled to treble damages and attorneys' fees and costs incurred in this action under 35 U.S.C. §§ 284 and 285.

FIFTH CAUSE OF ACTION

(Infringement of the '144 Patent)

148. L2MT hereby repeats and re-alleges the allegations contained in paragraphs 1 to 97, as if fully set forth herein.

149. The '144 patent is presumed valid under 35 U.S.C. § 282.

150. It is necessary to practice one or more claims of the '144 patent to comply with the requirements of the 4G mobile communications standard, including without limitation 3GPP TS 36.331 v8.21.0, 36.321 v8.12.0, and 36.300 v8.12.0, and subsequent versions. The Accused Instrumentalities are covered by one or more claims of the '144 patent and therefore infringe the

'144 patent. A claim chart attached as Exhibit 11 identifies specifically how each element of each asserted claim of the '144 patent must be practiced by or present in smartphone and tablet devices that comply with the 4G wireless communications standard.

151. Defendants, directly and/or through their intermediaries have been and are now infringing at least claims 1–2, 5–7, 15–16, and 19–21 of the '144 patent pursuant to 35 U.S.C. § 271(a) by using without authority the Accused Instrumentalities in a manner that infringes the methods of claims 1–2, 5–7, 15–16, and 19–21 of the '144 patent. Upon information and belief, such use includes use of the 4G wireless capabilities during development and in connection with testing of the Accused Instrumentalities. Such use cannot be performed without infringing claims 1–2, 5–7, 15–16, and 19–21 of the '913 patent. In addition, upon information and belief, Defendants' employees use the 4G capabilities of the Accused Instrumentalities in connection with their work for Defendants. Such use by Defendant's employees also necessarily infringes the methods of claims 1–2, 5–7, 15–16, and 19–21 of the '144 patent.

152. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 1 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such products practice the method for enhancing efficiency of radio resource control (RRC) procedure re-initiation for a user equipment (UE) in a wireless communication system, the method comprising: initiating an RRC connection establishment procedure; initiating a random access preamble procedure corresponding to the initiated RRC connection establishment procedure; transmitting an RRC connection request message corresponding to the initiated RRC connection establishment procedure after completion of the random access preamble procedure; and re-initiating the random access preamble procedure when receiving a contention resolution message of an RRC connection re-establishment procedure initiated by a different UE.

153. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 2 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices practice the limitations of claim 1, and further comprising: continuing the RRC connection establishment procedure when receiving the contention resolution message which corresponds to the random access preamble procedure and belongs to the initiated RRC connection establishment procedure, and an initial UE identity carried by the contention resolution message is the same as an initial UE identity included in the RRC connection request message.

154. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 5 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices practice the limitations of claim 1, and wherein the random access preamble procedure comprises: transmitting a random access preamble; and receiving a random access response.

155. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 6 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices practice the limitations of claim 5, and wherein the random access response comprises a Temporary Cell Radio Network Temporary Identifier.

156. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 7 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices practice the limitations of claim 1, and wherein the RRC connection request message comprises an initial UE identity of the UE.

157. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 15 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such products practice the method for enhancing efficiency of radio resource control (RRC) procedure reinitiation for a user equipment (UE) in a wireless communication system, the method

comprising: initiating an RRC connection re-establishment procedure; initiating a random access preamble procedure corresponding to the initiated RRC connection re-establishment procedure; transmitting an RRC connection re-establishment request message corresponding to the initiated RRC connection re-establishment procedure after completion of the random access preamble procedure; and reinitiating the random access preamble procedure when receiving a contention resolution message of an RRC connection establishment procedure initiated by a different UE.

158. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 16 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices practice the limitations of claim 15, and further comprising: continuing the RRC connection re-establishment procedure when receiving the contention resolution message which corresponds to the random access preamble procedure and belongs to the initiated RRC connection re-establishment procedure, and an initial UE identity carried by the contention resolution message is the same as the initial UE identity included in the said RRC connection re-establishment request message.

159. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 19 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices practice the limitations of claim 15, and further wherein the random access preamble procedure comprises: transmitting a random access preamble; and receiving a random access response.

160. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 20 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices practice the limitations of claim 15, and further wherein the random access response comprises a Temporary Cell Radio Network Temporary Identifier.

161. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 21 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices practice the limitations of claim 15, and further wherein the RRC connection re-establishment request message comprises, an initial UE identity of the UE.

162. Defendants, directly and/or through their intermediaries, have been and are now infringing at least claims 8–9, 12–14, 22–23, and 26–28 of the '144 patent pursuant to 35 U.S.C. § 271(a) by making, using, offering to sell, and/or selling in the United States, and/or importing into the United States, without authority, the Accused Instrumentalities that infringe the communications device claimed in claims 8–9, 12–14, 22–23, and 26–28 of the '144 patent.

163. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 8 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise communications devices utilized in a wireless communication, the communication devices comprising: a processor for executing a process according to a program code; and a storage device coupled to the processor, for storing the program code; wherein the process comprises: initiating an RRC connection establishment procedure; initiating a random access preamble procedure corresponding to the initiated RRC connection establishment procedure; transmitting an RRC connection request message corresponding to the initiated RRC connection establishment procedure after completion of the random access preamble procedure; and re-initiating the random access preamble procedure when receiving a contention resolution message of an RRC connection re-establishment procedure initiated by a different UE.

164. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 9 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise the limitations of claim 8, and further, wherein the process further comprises:

continuing the RRC connection establishment procedure when receiving the contention resolution message which corresponds to the random access preamble procedure and belongs to the initiated RRC connection establishment procedure, and an initial UE identity carried by the contention resolution message is the same as an initial UE identity included in the RRC connection request message.

165. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 12 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise the limitations of claim 8, and further, wherein the random access preamble procedure comprises: transmitting a random access preamble; and receiving a random access response.

166. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 13 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise the limitations of claim 12, and further, wherein the random access response comprises a Temporary Cell Radio Network Temporary Identifier.

167. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 14 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise the limitations of claim 8, and further, wherein the RRC connection request message comprises an initial UE identity of the UE.

168. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 22 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise communication devices utilized in a wireless communication, the communication devices comprising: a processor for executing a process according to a program code; and a storage device coupled to the processor, for storing the program code; wherein the

process comprises: initiating an RRC connection re-establishment procedure; initiating a random access preamble procedure corresponding to the initiated RRC connection re-establishment procedure; transmitting an RRC connection re-establishment request message corresponding to the initiated RRC connection re-establishment procedure after completion of the random access preamble procedure; and re-initiating the random access preamble procedure when receiving a contention resolution message of an RRC connection establishment procedure initiated by a different UE.

169. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 23 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise the limitations of claim 22, and further, the communication device of claim 22, wherein the process further comprises: continuing the RRC connection re-establishment procedure when receiving the contention resolution message which corresponds to the random access preamble procedure and belongs to the initiated RRC connection re-establishment procedure, and an initial LIE identity carried by the contention resolution message is the same as the initial UE identity included in the said RRC connection re-establishment request message.

170. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 26 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise the limitations of claim 22, and further, wherein the random access preamble procedure comprises: transmitting a random access preamble; and receiving a random access response.

171. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 27 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such

devices comprise the limitations of claims 22 and 23, and further, wherein the random access response comprises a Temporary Cell Radio Network Temporary Identifier.

172. Upon information and belief, the Accused Instrumentalities infringe, for example, claim 28 of the '144 patent literally and/or pursuant to the doctrine of equivalents wherein such devices comprise the limitations of claim 22, and further, wherein the RRC connection re-establishment request message comprises an initial UE identity of the UE.

173. Defendants, directly and/or through their subsidiaries, affiliates, agents, and/or business partners, have in the past and continue to indirectly infringe the '144 patent, including at least claims 1–2, 5–9, 12–16, 19–23, and 26–28 of the '144 patent, pursuant to 35 U.S.C. § 271(b) by actively inducing acts of direct infringement performed by others.

174. Upon information and belief, Defendants have had actual notice of the '144 patent and the infringement alleged herein at least as early as September 20, 2017, when Defendants received L2MT's letter identifying the '144 patent and exemplary infringing products that comply with the 4G wireless communications standard. Upon gaining knowledge of the '144 patent, it was, or became, apparent to Defendants that the use of the 4G wireless capabilities of the Accused Instrumentalities results in direct infringement of the '144 patent. Upon information and belief, Defendants have continued and will continue to engage in activities constituting inducement of such direct infringement, notwithstanding their knowledge, or willful blindness thereto, that the activities they induce result in infringement of the '144 patent.

175. Defendants indirectly infringe by inducing resellers and consumer end-users to infringe the methods claimed in claims 1–2, 5–7, 15–16, and 19–21 of the '144 patent by using the 4G wireless capabilities of the Accused Instrumentalities in their normal and customary way in the United States and in this District. Defendants indirectly infringe by inducing resellers and

consumer end-users to use the Accused Instrumentalities that infringe claims 8–9, 12–14, 22–23, and 26–28 of the '144 patent and by inducing resellers to import, sell and/or offer for sale such Accused Instrumentalities in the United States and in this District. For example, Defendants actively induce such third parties to infringe the '144 patent by performing one or more of the following acts, among other things: (i) designing, manufacturing, offering for sale, and selling the Accused Instrumentalities to such third parties with the knowledge and intent that such devices will be imported, sold, offered for sale, and used in accordance with the 4G standard, (ii) enabling resellers to import, sell, and offer for sale in the United States the Accused Instrumentalities and enabling resellers and enabling consumer end-users of Accused Instrumentalities to use the products in accordance with at least the 4G standard as disclosed and claimed in the '144 patent; (iii) providing instructions to resellers and consumer end-users of Accused Instrumentalities for using the Accused Instrumentalities in their customary way; (iv) advertising and promoting the Accused Instrumentalities and their compliance with at least the 4G standard; and (v) providing to resellers the Accused Instrumentalities, including the hardware (e.g., antenna(s), filter(s), switch(es), transceiver(s), and/or baseband processor(s) contained in Accused Instrumentalities) and software components (e.g., operating systems running on Accused Instrumentalities and other software and/or firmware used to operate components of the Accused Instrumentalities) that may be required for or associated with infringement of the '144 patent's claims through Defendants' website and through authorized third-party resellers.

176. Defendants encourage resellers and consumer end-users to infringe claims 1–2, 5–9, 12–16, 19–23, and 26–28 of the '144 patent with knowledge and the specific intent to cause the acts of direct infringement performed by these third parties. On information and belief, despite having knowledge of the '144 patent, Defendants have been and will continue to make, use, sell,

offer to sell, and import into the United States the Accused Instrumentalities directly and through the actions of others controlled by Defendants. Defendants are aware that the Accused Instrumentalities are manufactured to comply with the 4G wireless communications standards, and that the subsequent importation, sale, offer for sale, and/or use of such Accused Instrumentalities in the United States would be a direct infringement of the '144 patent. Therefore, Defendants are aware that resellers and consumer end-users will infringe the '144 patent by importing, selling, offering for sale, and/or using the Accused Instrumentalities supplied by or on behalf of Defendants in their ordinary and customary way in accordance with the 4G wireless communication standard as claimed in the '144 patent. Upon information and belief, the 4G wireless capabilities of the Accused Instrumentalities cannot be operated in their normal and customary way without complying with the 4G wireless communications standards.

177. Defendants' direct and indirect infringement of the '144 patent has injured L2MT, and L2MT is entitled to recover damages adequate to compensate for such infringement pursuant to 35 U.S.C. § 284. Unless Defendants cease their infringing activities, they will continue to injure L2MT by infringing the '144 patent.

178. On information and belief, Defendants acted egregiously and with willful misconduct in that their actions constituted direct or indirect infringement of a valid patent, and this was either known or so obvious that Defendants should have known about it. Defendants continue to infringe the '144 patent by making, using, selling, offering for sale and/or importing in the United States the Accused Instrumentalities and by inducing the direct infringing use, sale, offer for sale, and importation of the Accused Instrumentalities by others in reckless disregard of L2MT's patent rights. Defendants have continued their infringement notwithstanding actual knowledge of the '144 patent and without a good faith basis to believe that their activities do not

infringe any valid claim of the '144 patent. Defendants' infringement of the '144 patent following their knowledge of the '144 patent is willful and L2MT is entitled to treble damages and attorneys' fees and costs incurred in this action under 35 U.S.C. §§ 284 and 285.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for:

1. Judgment and declaration that L2MT complied with its FRAND commitment, as set forth in the IPR license declarations made to ETSI in association with the L2MT Essential Patents, as well as ETSI's IPR Policy and any applicable laws, in its negotiations with Defendants in regard to a license to the L2MT Essential Patents;

2. Judgment and declaration that the Defendants have acted in bad faith, are unwilling licensees, and have breached their obligation to negotiate in a FRAND manner, and have therefore repudiated, rejected, exhausted and/or forfeited any and all rights to assert they are third-party beneficiaries of FRAND declarations associated with the L2MT Essential Patents and to a FRAND license to the same;

3. Judgment that the Patents in Suit are each valid and enforceable;

4. Judgment that the Patents in Suit have been and are infringed by Defendants;

5. Judgment that Defendants' acts of patent infringement relating to the patents are willful;

6. An award of damages arising out of Defendants' acts of patent infringement, together with pre-judgment and post-judgment interest, including an accounting;

7. A permanent injunction enjoining Defendants from infringing or inducing the infringement of the Patents in Suit without additional compensation to Plaintiff in an amount to be determined by the Court;

8. Judgment that the damages so adjudged be trebled in accordance with 35 U.S.C. § 284;
9. An award of L2MT's attorneys' fees, costs and expenses incurred in this action in accordance with 35 U.S.C. § 285; and
10. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

L2MT demands trial by jury of all issues triable of right by a jury.

RESERVATION OF RIGHTS

L2MT's investigation is ongoing, and certain material information remains in the sole possession of Defendants or third parties, which will be obtained via discovery herein. L2MT expressly reserves the right to amend or supplement the causes of action set forth herein in accordance with Rule 15 of the Federal Rules of Civil Procedure.

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