

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

REDWOOD TECHNOLOGIES, LLC,

Plaintiff,

v.

ASKEY COMPUTER CORPORATION,

Defendant.

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JURY TRIAL DEMANDED

C.A. NO. 6:22-cv-1279

PLAINTIFF’S COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Redwood Technologies, LLC (“Redwood”) files this Complaint against Defendant Askey Computer Corporation (“Askey” or “Defendant”) for infringement of U.S. Patent No. 7,460,485 (the “’485 patent”), U.S. Patent No. 7,974,371 (the “’371 patent”), U.S. Patent No. 8,284,866 (the “’866 patent”) and U.S. Patent No. 9,374,209 (the “’209 patent”), collectively, the “Asserted Patents.”

THE PARTIES

1. Redwood Technologies, LLC is a Texas limited liability company, with a principal place of business at 812 West McDermott Dr. #1038, Allen, TX 75013.

2. On information and belief, Askey is a corporation organized under the laws of Taiwan, with a place of business located at 10F, No.119, Jiankang Rd., Zhonghe Dist., New Taipei City 23585, Taiwan, R.O.C. Askey is engaged in making, using, selling, offering for sale, and/or importing, and/or induces its subsidiaries, affiliates, retail partners, and customers in the making, using, selling, offering for sale, and/or importing throughout the United States, including within this District, Wi-Fi compliant products accused of infringement. On information and belief, Askey, along with other foreign and U.S.-based subsidiaries (which act as part of a global network of

overseas sales and manufacturing subsidiaries on behalf of Askey), have operated as agents of one another and vicariously as parts of the same business group to work in concert together and enter into agreements that are nearer than arm's length to provide a distribution channel of infringing products within this District and the U.S. nationally.

3. Prior to the filing of the Complaint, Redwood sent a letter received by Askey on May 17, 2022, where Redwood attempted to engage Askey and/or its agents in licensing discussions related to the Asserted Patents for reasonable and non-discriminatory terms for a license to be taken in the absence of litigation. Askey ignored Redwood's request to engage in licensing discussions. Indeed, Askey has known about each of the Asserted Patents since at least May 17, 2022, when Askey received notice of its infringement of the Asserted Patents via the letter sent by Redwood.

4. Prior to the filing of the Complaint, Redwood sent follow-up emails received by Askey on June 27, 2022, July 12, 2022, July 27, 2022, and August 11, 2022, where Redwood again attempted to engage Askey and/or its agents in licensing discussions related to the Asserted Patents for reasonable and non-discriminatory terms for a license to be taken in the absence of litigation. Askey ignored each of Redwood's renewed requests to engage in licensing discussions. Indeed, Askey has known about each of the Asserted Patents since at least June 27, 2022, July 12, 2022, July 27, 2022, and August 11, 2022, when Askey received the follow-up emails of its infringement of the Asserted Patents via the emails sent by Redwood.

5. Askey's past and continuing making, using, selling, offering for sale, and/or importing, and/or inducing its subsidiaries, affiliates, retail partners, and customers in the making, using, selling, offering for sale, and/or importing the accused Wi-Fi compliant devices throughout

the United States i) willfully infringe each of the Asserted Patents and ii) impermissibly take the significant benefits of Redwood's patented technologies without fair compensation to Redwood.

6. On information and belief, Askey operates in agency with others, including its foreign and U.S.-based subsidiaries. *See, e.g.*, <https://www.askey.com/about/> (“With nearly 7,000 staff, Askey is headquartered in New Taipei City, Taiwan. Equipped with advanced manufacturing sites both at domestic and abroad, they include an independent production line in Taoyuan’s Farglory Free Trade Zone, and a 300,000 m² plant in a science park in Suzhou, China. Adhering to the development strategies of ‘upholding richly cultivating Taiwan while establishing global presence,’ the Company now has R&D and business strongholds in Taiwan, China, Brazil, Japan, Europe, and the United States.”). Askey is engaged in making, using, selling, offering for sale, and/or importing, and/or induces its subsidiaries, affiliates, retail partners, and customers in the making, using, selling, offering for sale, and/or importing throughout the United States, including within this District, Wi-Fi compliant products accused of infringement. Askey operates in agency with others, including its foreign and U.S.-based subsidiaries, to provide a distribution channel of infringing products within this District and the U.S. nationally. Askey, itself and between and amongst its agents and foreign and U.S.-based subsidiaries, purposefully direct the Accused Products into established distribution channels within this District and the U.S. nationally.

7. On information and belief, Askey maintains a corporate presence in the United States via at least its, U.S.-based sales subsidiaries including, Askey International Corporation (“ASKEYUSA”). On information and belief, ASKEYUSA is a corporation organized under the laws of the State of California, with a principal place of business at 4017 Clipper Court, Fremont California 94538. ASKEYUSA is a wholly-owned subsidiary of Askey. ASKEYUSA provides sales, distribution, research, and development support in the United States for its parent Askey,

which wholly owns ASKEYUSA. ASKEYUSA is an agent of Askey. At the direction and control of Askey, U.S.-based sales subsidiaries including, ASKEYUSA, import infringing Wi-Fi compliant products into the United States and this District.

8. On information and belief, Askey and its U.S.-based sales subsidiaries (which act as part of a global network of overseas sales and manufacturing subsidiaries on behalf of Askey) have operated as agents of one another and vicariously as parts of the same business group to work in concert together and enter into agreements that are nearer than arm's length. For example, Askey, alone and via at least the activities of its U.S.-based sales subsidiaries (e.g., ASKEYUSA), conducts business in the United States, including importing, distributing, and selling Wi-Fi compliant devices that incorporate devices, systems, and processes that infringe the Asserted Patents in Texas and this judicial district. *See Trois v. Apple Tree Auction Center, Inc.*, 882 F.3d 485, 490 (5th Cir. 2018) ("A defendant may be subject to personal jurisdiction because of the activities of its agent within the forum state...."); *see also Cephalon, Inc. v. Watson Pharmaceuticals, Inc.*, 629 F. Supp. 2d 338, 348 (D. Del. 2009) ("The agency theory may be applied not only to parents and subsidiaries, but also to companies that are 'two arms of the same business group,' operate in concert with each other, and enter into agreements with each other that are nearer than arm's length.").

9. Through offers to sell, sales, imports, distributions, and other related agreements to transfer ownership of Askey's Wi-Fi compliant devices with distributors and customers operating in and maintaining a significant business presence in the U.S. and/or its U.S. subsidiaries (e.g., ASKEYUSA), Askey does business in the U.S., the state of Texas, and in the Western District of Texas.

JURISDICTION AND VENUE

10. This action arises under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others.

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

12. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c). The Defendant is a foreign entity and may be sued in any judicial district under 28 U.S.C. § 1391(c)(3).

13. This Court has general and specific personal jurisdiction over Defendant pursuant to due process and/or the Texas Long Arm Statute because, inter alia, (i) Defendant has done and continues to do business in Texas and (ii) Defendant has, directly and through intermediaries, committed and continue to commit acts of patent infringement in the State of Texas, including making, using, offering to sell, and/or selling accused products in Texas, and/or importing accused products into Texas, including by Internet sales and sales via retail and wholesale stores, inducing others to commit acts of patent infringement in Texas, and/or committing a least a portion of any other infringements alleged herein. Defendant has placed, and is continuing to place, infringing products into the stream of commerce, via an established distribution channel, with the knowledge and/or understanding that such products are sold in Texas, including in this District. Defendant has derived substantial revenues from its infringing acts occurring within Texas and within this District. Defendant has substantial business in this State and judicial district, including: (A) at least part of its infringing activities alleged herein; and (B) regularly doing or soliciting business, engaging in other persistent conduct, and/or deriving substantial revenue from infringing goods offered for sale, sold, and imported, and services provided to Texas residents vicariously through

and/or in concert with its alter egos, intermediaries, agents, distributors, importers, customers, subsidiaries, and/or consumers.

14. This Court has personal jurisdiction over Defendant, directly or through intermediaries, distributors, importers, customers, subsidiaries, and/or consumers including its U.S.-based sales subsidiaries, e.g., ASKEYUSA. Through direction and control of such subsidiaries, Defendant has committed acts of direct and/or indirect patent infringement within Texas, and elsewhere within the United States, giving rise to this action and/or has established minimum contacts with Texas such that personal jurisdiction over Defendant would not offend traditional notions of fair play and substantial justice. ASKEYUSA is a wholly-owned subsidiary of Askey. The primary business of ASKEYUSA is the marketing and sale of electronic products in the United States. Askey has a 100% controlling ownership interest in ASKEYUSA (directly or indirectly) and maintains more than half of the voting rights for such subsidiaries as its basis for control. Upon information and belief, Askey compensates ASKEYUSA for its sales support services in the United States. As such, Askey has a direct financial interest in its U.S.-based subsidiaries, and vice versa.

15. Personal jurisdiction is proper because Defendant has committed acts of infringement in this District. This Court has personal jurisdiction over Defendant because, *inter alia*, this action arises from activities Defendant purposefully directed towards the State of Texas and this District.

16. Exercising personal jurisdiction over Defendant in this District would not be unreasonable given Defendant's contacts in this District, the interest in this District of resolving disputes related to products sold herein, and the harm that would occur to Redwood.

17. In addition, Defendant has knowingly induced and continues to knowingly induce infringement within this District by advertising, marketing, offering for sale and/or selling devices pre-loaded with infringing functionality within this District, to consumers, customers, manufacturers, distributors, resellers, partners, and/or end users, and providing instructions, user manuals, advertising, and/or marketing materials which facilitate, direct or encourage the use of infringing functionality with knowledge thereof.

18. Personal jurisdiction also exists specifically over Defendant because Defendant, directly or through affiliates, subsidiaries, agents, or intermediaries, transacts business in this State or purposefully directed at this State by making, importing, offering to sell, selling, and/or having sold infringing products within this State and District or purposefully directed at this State or District.

19. Personal jurisdiction also exists specifically because Defendant has overlapping executives, interlocking corporate structures, and close relationships as manufacturer, importer, and distributor of the products accused of infringement.

20. To the extent the foreign Defendant is not subject to jurisdiction in any state's court of general jurisdiction, exercising jurisdiction over Defendant in this State and this District would be consistent with due process and this State's long-arm statute and under national contacts in light of the facts alleged in this Complaint.

21. In addition, Defendant, directly or through affiliates, subsidiaries, agents, or intermediaries, places infringing products into the stream of commerce knowing they will be sold and used in Texas, and economically benefits from the retail sale of infringing products in this State. For example, Defendant's products have been sold and are available for sale in this District through Verizon and T-Mobile retail stores, and are also available for sale and offered for sale

through online retailers such as Verizon, T-Mobile, and Amazon. Askey also advertises its infringing products to consumers in Texas and this District through its websites. *See, e.g.*, <https://www.askey.com/products-class/>; <https://www.askey.com/products/wifi-networking/>.

22. With respect to the '485 patent, the Accused Products are devices that include, but are not limited, to Defendant's devices that support Wi-Fi Multimedia ("WMM") (e.g., 8041-00705P, ADR1776, ADT-3, AP4100W, AP5100W, AP5620W, AP5660W, AP5690W-D171, ASK-NCQ1338FA, ASK-RTL108, ASK-STI6220, ASK-STI6250, ASK-STI6251, AW10, BHT-1261BWB-CE, CDR450A, CDR450B, CDR450C, EAI2308P, EAO3402P, ECS31RWA, Movistar Home RG3205W, RAC2V1K, RG2015VW-D112, RG3000W-D112(RoHS), RG3110W-D112(RoHS), RG5000W, RT5010W, RT5703W-D171, RT5770VW, RTA9221W, RTA9225W, RTF3505VW-D112, RTF3507VW-D112, RTF6115VW, RTF8115VW-D112, RTF8207W, RTF8207W-E, RTL0055VW-D112, RTL0080VW-D112 (RoHS), RTL0082VW-D112-RoHS, RTL0102VW-D156, RTL6100VW, RTL6310VW, RTV1907VW, RTV7605VW-D112, RTV7705VW-D112, RTV7905VW, RTV9015VW, SGA520MB, STA3000, STI6130, STI6130C, STI6201B-D101, STZ-DR06, STZ-DR10, TCG220, TCG220-46, TCG220-E27, TCG220-W, TCG220-xG, TCG310, TCG310J, TN450A1, WLS5000B, and XA403), as well as, their components, and processes related to the same. With respect to the '371 patent, the '866 patent, and the '209 patent, the Accused Products are devices that include, but are not limited, to Defendant's devices that support IEEE 802.11n and/or IEEE 802.11ac and/or IEEE 802.11ax (e.g., 2326RWK, 5G OBU, 8822CS, AP5620W, AP5660W, AP6275S, AP6356S, ASK8822, ASK-NCQ1338, ASK-RTL108, ASK-STI62, AXE10200, CME1000, DL-WRX36, EAI2001S, EAI2304P, EAI2308P, EAO2001S, EAO2522P, EAO3402P, Gryphon AX, RT5010W, RT5010W-D350, RT5704W-D350, RTF6105VW, RTL0055VW, RTL0102VW, RTV7736VW,

SAX1V1K, STA3000, STI6130C, STI625X, TCG220E27, and TCG310) and other devices, as well as, their components, and processes related to the same.

23. On information and belief, Askey controls or otherwise directs and authorizes all activities of its U.S.-based sales subsidiaries, including ASKEYUSA. Such directed and authorized activities include, the U.S.-based subsidiaries' using, offering for sale, selling, and/or importing the Accused Products, their components, and/or products containing the same that incorporate the fundamental technologies covered by the Asserted Patents. The Defendant's U.S.-based sales subsidiaries (e.g., ASKEYUSA) are authorized to import, distribute, sell, or offer for sale the Accused Products on behalf of Defendant. For example, Askey researches, designs, develops, and manufactures the Accused Products, and then directs its U.S.-based sales subsidiaries to import, distribute, offer for sale, and sell the Accused Products in the United States. *See, e.g., United States v. Hui Hsiung*, 778 F.3d 738, 743 (9th Cir. 2015) (finding that the sale of infringing products to third parties rather than for direct import into the U.S. did not "place [defendants'] conduct beyond the reach of United States law [or] escape culpability under the rubric of extraterritoriality"). Furthermore, Defendant's U.S.-based sales subsidiaries also administer, on behalf of Defendant, requests for service under and any disputes arising from Defendant's limited warranty of the Accused Products sold in the U.S., including in Texas and this judicial district. *See, e.g.,* <https://support.askey.com/index.html?aspxerrorpath=/>. Thus, Defendant's U.S.-based sales subsidiaries conduct infringing activities on behalf of Defendant.

24. On information and belief, Defendant's U.S.-based sales subsidiaries' corporate presence in the United States gives Askey substantially the same business advantages that it would have enjoyed if it conducted its business through its own offices or paid agents in the state. Defendant's U.S.-based sales subsidiaries are authorized to import, distribute, sell, and offer for

sale Defendant's products, including Defendant's Accused Products, as well as their components and processes related to the same, on behalf of Defendant. For example, Defendant's U.S.-based sales subsidiaries operate within Defendant's global network of sales subsidiaries. In the U.S., including within the Western District of Texas, Defendant's Accused Products, as well as their components and processes related to the same, are imported, distributed, offered for sale, and/or sold.

25. Via Defendant's alter egos, agents, intermediaries, distributors, importers, customers, subsidiaries, and/or consumers maintaining a business presence, operating in, and/or residing in the U.S., Defendant's products, including products and processes accused of infringing the Asserted Patents, are or have been widely distributed and sold in retail stores, brick and mortar and/or online, in Texas including within this judicial district. *See Litecubes, LLC v. Northern Light Products, Inc.*, 523 F.3d 1353, 1369-70 (Fed. Cir. 2008) ("[T]he sale [for purposes of § 271] occurred at the location of the buyer."); *see also Semcon IP Inc. v. Kyocera Corp.*, No. 2:18-cv-00197-JRG, 2019 WL 1979930, at *3 (E.D. Tex. May 3, 2019) (denying accused infringer's motion to dismiss because plaintiff sufficiently plead that purchases of infringing products outside of the United States for importation into and sales to end users in the U.S. may constitute an offer to sell under § 271(a)). For example, Defendant's Accused Products are sold to end users and U.S. customers by the U.S.-based subsidiaries, distributors, and customers, including, but not limited to, ASKEYUSA, online and at retail stores located throughout the Western District of Texas.

26. On information and belief, Askey has placed and continues to place infringing products and/or products that practice infringing processes into the stream of commerce via established distribution channels comprising at least subsidiaries and distributors, such as ASKEYUSA, and customers such as Verizon, T-Mobile, and Amazon, with the knowledge and/or

intent that those products are and/or will be imported, used, offered for sale, sold, and continue to be sold in the United States and Texas, including in this judicial district. As a result, Askey has, vicariously through and/or in concert with its alter egos, agents, intermediaries, distributors, importers, customers, subsidiaries, and/or consumers, placed the Accused Products into the stream of commerce via established distribution channels with the knowledge and/or intent that those products were sold and continue to be sold in the United States and Texas, including in this judicial district.

27. In the alternative, the Court has personal jurisdiction over Defendant under Federal Rule of Civil Procedure 4(k)(2), because the claims for patent infringement in this action arise under federal law, Defendant is not subject to the jurisdiction of the courts of general jurisdiction of any state, and exercising jurisdiction over Defendant is consistent with the U.S. Constitution.

28. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because, among other things, Defendant is not a resident in the United States, and thus may be sued in any judicial district, including this one, pursuant to 28 U.S.C. § 1391(c)(3). *See In re HTC Corp.*, 889 F.3d 1349, 1357 (Fed. Cir. 2018) (“The Court’s recent decision in *TC Heartland* does not alter” the alien-venue rule.).

COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 7,460,485)

29. Plaintiff incorporates paragraphs 1 through 28 herein by reference.

30. Redwood is the assignee of the ’485 patent, entitled “Methods for Performing Medium Dedication in Order to Ensure the Quality of Service for Delivering Real-Time Data Across Wireless Network,” with ownership of all substantial rights in the ’485 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

31. The '485 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '485 patent issued from U.S. Patent Application No. 10/654,901.

32. Askey has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '485 patent in this judicial district and elsewhere in Texas and the United States.

33. Askey directly infringes the '485 patent via 35 U.S.C. § 271(a) by making, offering for sale, using, testing, selling, and/or importing those Accused Products, their components and processes, and/or products containing the same that incorporate the fundamental technologies covered by the '485 patent. For example, Askey directly infringes the '485 patent by offering for sale, selling, and/or importing those Accused Products, their components and processes, and/or products containing the same that incorporate the fundamental technologies covered by the '485 patent, to its alter egos, agents, intermediaries, distributors, importers, customers, subsidiaries, and/or consumers. Furthermore, on information and belief, Askey sells and makes the Accused Products outside of the United States, delivers those products to its customers, distributors, and/or subsidiaries in the United States, or in the case that it delivers the Accused Products outside of the United States it does so intending and/or knowing that those products are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '485 patent. *See, e.g., Lake Cherokee Hard Drive Techs., L.L.C. v. Marvell Semiconductor, Inc.*, 964 F. Supp. 2d 653, 658 (E.D. Tex. 2013). Furthermore, Askey directly infringes the '485 patent through its direct involvement in the activities of its subsidiaries, including ASKEYUSA, including by selling and offering for sale the Accused Products directly to such subsidiaries and importing the Accused Products into the United States for such subsidiaries. Such subsidiaries

conduct activities that constitute direct infringement of the '485 patent under 35 U.S.C. § 271(a) by making, using, testing, offering for sale, selling, and/or importing those Accused Products. On information and belief, Askey offers for sale, sells, and imports the Accused Products within the U.S. to, for example, its distributors, customers, subsidiaries, importers, and/or consumers. Further, Askey is vicariously liable for this infringing conduct of its U.S.-based sales subsidiaries, e.g., ASKEYUSA, (under both the alter ego and agency theories) because, as an example and on information and belief, Askey and ASKEYUSA are essentially the same company, and Askey has the right and ability to control its subsidiaries infringing acts and receives a direct financial benefit from the infringement of its U.S.-based sales subsidiaries, e.g., ASKEYUSA.

34. For example, Askey infringes claim 1 of the '485 patent via the Accused Products. The Accused Products perform a method for guaranteeing a quality of service (QoS) in delivering real-time data across a transmission medium. *See, e.g.*, Section 4.3.10 of Part 11: Wireless LAN Medium Access Control (MAC) and Physical (PHY) Specifications of IEEE Std 802.11™ -2016 (“IEEE 802.11 2016”) and Section 1.0 of the Wi-Fi Multimedia Technical Specification, Version 1.2.0.

35. The Accused Products each specify a traffic requirement for a traffic stream in accordance with a generic first specification. For example, the Accused Products utilize the traffic specification (“TSPEC”) element, which is a traffic requirement for a traffic stream based on QoS parameters for a particular STA. *See, e.g.*, Section 9.4.2.30 of IEEE 802.11 2016 and Figure 14 of the Wi-Fi Multimedia Technical Specification, Version 1.2.0.

36. The Accused Products each transform the specified traffic requirement in accordance with a generic second specification based on the specified traffic requirement, an overhead requirement for the traffic stream and a condition of the transmission medium. For

example, the STA sends the TSPEC to the access point, where the access point transforms the TSPEC into medium time. *See, e.g.*, Section 3.5.2 of the Wi-Fi Multimedia Technical Specification, Version 1.2.0. Medium Time is a traffic stream requirement utilized by the Accused Products which takes into consideration elements from the TSPEC, overhead requirements, and expected error performance on the medium. *See, e.g.*, Section K.4.1 of IEEE 802.11 2016 and A.3 of the Wi-Fi Multimedia Technical Specification, Version 1.2.0.

37. The Accused Products each adjust the generic second specification based on feedback obtained from monitoring the condition of the transmission medium. For example, the Accused Products adjust the medium time with the receipt of each new TSPEC. *See, e.g.*, Sections 3.5.1 and 3.5.3 of the Wi-Fi Multimedia Technical Specification, Version 1.2.0.

38. The Accused Products each aggregate a plurality of specifications for a plurality of traffic streams into a single specification to reduce resources required to maintain and process the plurality of specifications and overhead incurred in medium dedication. For example, the Accused Products aggregate the mean data rate and burst size for a plurality of traffic streams to generate a single token bucket specification, which allows the Accused Products to manage the STA's admitted flows more effectively. *See, e.g., See, e.g.*, Section 3.5.1 of the Wi-Fi Multimedia Technical Specification, Version 1.2.0.

39. The Accused Products each perform medium dedication in accordance with the medium dedication schedule to coordinate transmission of the plurality of traffic streams. For example, the Accused Products perform the medium dedication according to the schedule to coordinate transmission between a plurality of STAs with admitted traffic streams. *See, e.g.*, Section 3.5.2 of the Wi-Fi Multimedia Technical Specification, Version 1.2.0.

40. The technology discussion above and the exemplary Accused Products provide context for Plaintiff's infringement allegations.

41. At a minimum, Askey has known of the '485 patent at least as early as the filing date of the complaint. In addition, Askey has known about the '485 patent since at least May 17, 2022, when Askey and/or its agents received notice of its infringement via a letter. Redwood sent numerous follow-up emails, which included data room access credentials of claim charts further demonstrating Askey's infringement of the '485 patent and references to the prior notice letter, which were received by Askey and/or its agents on June 27, 2022, July 12, 2022, July 27, 2022, and August 11, 2022.

42. On information and belief, since at least the above-mentioned dates when Askey was on notice of its infringement, Askey has actively induced, under U.S.C. § 271(b), its distributors, customers, subsidiaries, importers, and/or consumers that import, use, purchase, offer to sell, or sell the Accused Products comprising all of the limitations of one or more claims of the '485 patent to directly infringe one or more claims of the '485 patent by using, offering for sale, selling, and/or importing the Accused Products. Since at least the notice provided on the above-mentioned dates, Askey does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '485 patent. Askey intends to cause, and has taken affirmative steps to induce infringement by its distributors, importers, customers, subsidiaries, and/or consumers by at least, inter alia, creating advertisements that promote the infringing use of the Accused Products, creating and/or maintaining established distribution channels for the Accused Products into and within the United States, manufacturing the Accused Products in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, testing and certifying features

related to infringing features in the Accused Products, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States.

43. On information and belief, despite having knowledge of the '485 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '485 patent, Askey has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Askey's infringing activities relative to the '485 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

44. Redwood has been damaged as a result of Askey's infringing conduct described in this Count. Askey is, thus, liable to Redwood in an amount that adequately compensates Redwood for Askey's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT II

(INFRINGEMENT OF U.S. PATENT NO. 7,974,371)

45. Plaintiff incorporates paragraphs 1 through 44 herein by reference.

46. Redwood is the assignee of the '371 patent, entitled "Communication Method and Radio Communication Apparatus," with ownership of all substantial rights in the '371 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

47. The '371 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '371 patent issued from U.S. Patent Application No. 10/486,896.

48. Askey has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '371 patent in this judicial district and elsewhere in Texas and the United States.

49. Askey directly infringes the '371 patent via 35 U.S.C. § 271(a) by making, offering for sale, using, testing, selling, and/or importing those Accused Products, their components and processes, and/or products containing the same that incorporate the fundamental technologies covered by the '371 patent. For example, Askey directly infringes the '371 patent by offering for sale, selling, and/or importing those Accused Products, their components and processes, and/or products containing the same that incorporate the fundamental technologies covered by the '371 patent, to its alter egos, agents, intermediaries, distributors, importers, customers, subsidiaries, and/or consumers. Furthermore, on information and belief, Askey sells and makes the Accused Products outside of the United States, delivers those products to its customers, distributors, and/or subsidiaries in the United States, or in the case that it delivers the Accused Products outside of the United States it does so intending and/or knowing that those products are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '371 patent. *See, e.g., Lake Cherokee Hard Drive Techs., L.L.C. v. Marvell Semiconductor, Inc.*, 964 F. Supp. 2d 653, 658 (E.D. Tex. 2013). Furthermore, Askey directly infringes the '371 patent through its direct involvement in the activities of its subsidiaries, including ASKEYUSA, including by selling and offering for sale the Accused Products directly to such subsidiaries and importing the Accused Products into the United States for such subsidiaries. Such subsidiaries conduct activities that constitute direct infringement of the '371 patent under 35 U.S.C. § 271(a) by making, using, testing, offering for sale, selling, and/or importing those Accused Products. On information and belief, Askey offers for sale, sells, and imports the Accused Products within

the U.S. to, for example, its distributors, customers, subsidiaries, importers, and/or consumers. Further, Askey is vicariously liable for this infringing conduct of its U.S.-based sales subsidiaries, e.g., ASKEYUSA, (under both the alter ego and agency theories) because, as an example and on information and belief, Askey and ASKEYUSA are essentially the same company, and Askey has the right and ability to control its subsidiaries infringing acts and receives a direct financial benefit from the infringement of its U.S.-based sales subsidiaries, e.g., ASKEYUSA.

50. For example, Askey infringes claim 14 of the '371 patent via the Accused Products. The Accused Products comprise a radio transmission apparatus. *See, e.g.*, Fig. 19-2 of IEEE 802.11 2016.

51. The Accused Products each comprise circuitry and/or components (hardware and/or software) comprising a transmission method determining unit configured to select one of a first transmission method and a second transmission method based on received information of an estimated radio-wave propagation environment corresponding to a communication partner. For example, the Accused Products receive information associated with a channel quality assessment to select an appropriate Modulation and Coding Scheme (MCS) for Accused Products to utilize in subsequent transmissions to a receiving station, where the MCS value is utilized to determine the modulation, coding, and number of spatial channels based on information associated with the channel quality assessment. *See, e.g.*, Sections 19.3.13.4 and 19.3.5 of IEEE 802.11 2016.

52. The Accused Products each comprise circuitry and/or components (hardware and/or software) comprising a modulation signal generator configured to generate a single modulation signal if said transmission method determining unit choose selects said first transmission method, and to generate a plurality of modulation signals which include different information from each other for transmission to an identical frequency band at an identical

temporal point, if said transmission method determining unit selects said second transmission method. For example, if the MCS indicates that a transmission will utilize only one spatial stream, the Accused Products generate a single modulation signal. *See, e.g.*, Section 19.3.5 of IEEE 802.11 2016. If the MCS indicates that a transmission will include multiple spatial streams for, e.g., spatial multiplexing, a plurality of modulation signals are produced, where each of the modulation signals represents a respective spatial stream and each spatial stream includes distinct information. *See, e.g.*, Section 19.3.5 of IEEE 802.11 2016. Spatial multiplexing increases bandwidth by transmitting data over multiple available spatial channels. Transmissions from each antenna are simultaneous and are transmitted using the same channel having a particular width (e.g., 20 Mhz). *See, e.g.*, Section 19.3.15.1 and Tables 19-28, 19-29, and 19-30 of IEEE 802.11 2016.

53. The single modulation signal and the plurality of modulation signals contain information indicating the number of modulation signals to multiplex and transmit at the same time. For example, all HT transmissions of the Accused Products utilize an HT-SIG, which contains an MCS that indicates the number of modulation signals to multiplex and transmit at the same time. *See, e.g.*, Sections 19.3.9.4.3 and 19.3.5 of IEEE 802.11 2016.

54. The technology discussion above and the exemplary Accused Products provide context for Plaintiff's infringement allegations.

55. At a minimum, Askey has known of the '371 patent at least as early as the filing date of the complaint. In addition, Askey has known about the '371 patent since at least May 17, 2022, when Askey and/or its agents received notice of its infringement via a letter. Redwood sent numerous follow-up emails, which included data room access credentials of claim charts further demonstrating Askey's infringement of the '371 patent and references to the prior notice letter,

which were received by Askey and/or its agents on June 27, 2022, July 12, 2022, July 27, 2022, and August 11, 2022.

56. On information and belief, since at least the above-mentioned dates when Askey was on notice of its infringement, Askey has actively induced, under U.S.C. § 271(b), its distributors, customers, subsidiaries, importers, and/or consumers that import, use, purchase, offer to sell, or sell the Accused Products comprising all of the limitations of one or more claims of the '371 patent to directly infringe one or more claims of the '371 patent by using, offering for sale, selling, and/or importing the Accused Products. Since at least the notice provided on the above-mentioned dates, Askey does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '371 patent. Askey intends to cause, and has taken affirmative steps to induce infringement by its distributors, importers, customers, subsidiaries, and/or consumers by at least, inter alia, creating advertisements that promote the infringing use of the Accused Products, creating and/or maintaining established distribution channels for the Accused Products into and within the United States, manufacturing the Accused Products in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, testing and certifying features related to infringing features in the Accused Products, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States.

57. On information and belief, despite having knowledge of the '371 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '371 patent, Askey has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Askey's infringing activities relative to the '371 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant,

characteristic of a pirate, and an egregious case of misconduct beyond typical infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

58. Redwood has been damaged as a result of Askey's infringing conduct described in this Count. Askey is, thus, liable to Redwood in an amount that adequately compensates Redwood for Askey's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT III

(INFRINGEMENT OF U.S. PATENT NO. 8,284,866)

59. Plaintiff incorporates paragraphs 1 through 58 herein by reference.

60. Redwood is the assignee of the '866 patent, entitled "OFDM Transmission Signal Generation Apparatus and Method, and OFDM Reception Data Generation Apparatus and Method," with ownership of all substantial rights in the '866 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

61. The '866 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '866 patent issued from U.S. Patent Application No. 13/171,121.

62. Askey has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '866 patent in this judicial district and elsewhere in Texas and the United States.

63. Askey directly infringes the '866 patent via 35 U.S.C. § 271(a) by making, offering for sale, using, testing, selling, and/or importing those Accused Products, their components and processes, and/or products containing the same that incorporate the fundamental technologies covered by the '866 patent. For example, Askey directly infringes the '866 patent by offering for

sale, selling, and/or importing those Accused Products, their components and processes, and/or products containing the same that incorporate the fundamental technologies covered by the '866 patent, to its alter egos, agents, intermediaries, distributors, importers, customers, subsidiaries, and/or consumers. Furthermore, on information and belief, Askey sells and makes the Accused Products outside of the United States, delivers those products to its customers, distributors, and/or subsidiaries in the United States, or in the case that it delivers the Accused Products outside of the United States it does so intending and/or knowing that those products are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '866 patent. *See, e.g., Lake Cherokee Hard Drive Techs., L.L.C. v. Marvell Semiconductor, Inc.*, 964 F. Supp. 2d 653, 658 (E.D. Tex. 2013). Furthermore, Askey directly infringes the '866 patent through its direct involvement in the activities of its subsidiaries, including ASKEYUSA, including by selling and offering for sale the Accused Products directly to such subsidiaries and importing the Accused Products into the United States for such subsidiaries. Such subsidiaries conduct activities that constitute direct infringement of the '866 patent under 35 U.S.C. § 271(a) by making, using, testing, offering for sale, selling, and/or importing those Accused Products. On information and belief, Askey offers for sale, sells, and imports the Accused Products within the U.S. to, for example, its distributors, customers, subsidiaries, importers, and/or consumers. Further, Askey is vicariously liable for this infringing conduct of its U.S.-based sales subsidiaries, e.g., ASKEYUSA, (under both the alter ego and agency theories) because, as an example and on information and belief, Askey and ASKEYUSA are essentially the same company, and Askey has the right and ability to control its subsidiaries infringing acts and receives a direct financial benefit from the infringement of its U.S.-based sales subsidiaries, e.g., ASKEYUSA.

64. For example, Askey infringes claim 1 of the '866 patent via the Accused Products. The Accused Products comprise an OFDM transmission signal generation apparatus. *See, e.g.*, Figure 19-3 of IEEE 802.11 2016.

65. The Accused Products each comprise circuitry and/or components (hardware and/or software) configured to form a plurality of transmission signals, where each of the plurality of transmission signals comprises several pilot carriers, which are located in identical carrier positions among the plurality of transmission signals. For example, each of the Accused Products comprises a spatial mapper configured to form a plurality of OFDM signals. *See, e.g.*, Section 19.3.3 and Figure 19-3 of IEEE 802.11 2016. Further, each of the OFDM signals contains, for example, four pilot carriers, in a 20MHz transmission, inserted in carrier positions of -21, -7, 7, and 21, or six pilot carriers, in a 40MHz transmission, inserted in carrier positions of -53, -25, -11, 11, 25, and 53. *See, e.g.*, Section 19.3.11.10 and Equation 19-54 of IEEE 802.11 2016. Orthogonal pilot sequences are assigned to identical time slots of pilot carriers in identical carrier positions among the plurality of OFDM signals, and identical pilot sequences are assigned to at least two of the OFDM signals. *See, e.g.*, Section 19.3.11.10 and Table 19-19 of IEEE 802.11 2016.

66. The Accused Products each comprise circuitry and/or components (hardware and/or software) of an Inverse Fourier transform section configured to convert the plurality of transmission signals to a plurality of OFDM signals to be transmitted over an identical frequency band at an identical time. *See, e.g.*, Section 19.3.3 and Figure 19-3 of IEEE 802.11 2016. For example, the Accused Products are configured to send simultaneous transmissions that are transmitted using the same channel (e.g., a channel having a width of 20 MHz). *See, e.g.*, Section 19.3.15.1 and Tables 19-28, 19-29, and 19-30 of IEEE 802.11 2016.

67. The technology discussion above and the exemplary Accused Products provide context for Plaintiff's infringement allegations.

68. At a minimum, Askey has known of the '866 patent at least as early as the filing date of the complaint. In addition, Askey has known about the '866 patent since at least May 17, 2022, when Askey and/or its agents received notice of its infringement via a letter. Redwood sent numerous follow-up emails, which included data room access credentials of claim charts further demonstrating Askey's infringement of the '866 patent and references to the prior notice letter, which were received by Askey and/or its agents on June 27, 2022, July 12, 2022, July 27, 2022, and August 11, 2022.

69. On information and belief, since at least the above-mentioned dates when Askey was on notice of its infringement, Askey has actively induced, under U.S.C. § 271(b), its distributors, customers, subsidiaries, importers, and/or consumers that import, use, purchase, offer to sell, or sell the Accused Products comprising all of the limitations of one or more claims of the '866 patent to directly infringe one or more claims of the '866 patent by using, offering for sale, selling, and/or importing the Accused Products. Since at least the notice provided on the above-mentioned dates, Askey does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '866 patent. Askey intends to cause, and has taken affirmative steps to induce infringement by its distributors, importers, customers, subsidiaries, and/or consumers by at least, inter alia, creating advertisements that promote the infringing use of the Accused Products, creating and/or maintaining established distribution channels for the Accused Products into and within the United States, manufacturing the Accused Products in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, testing and certifying features

related to infringing features in the Accused Products, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States.

70. On information and belief, despite having knowledge of the '866 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '866 patent, Askey has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Askey's infringing activities relative to the '866 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

71. Redwood has been damaged as a result of Askey's infringing conduct described in this Count. Askey is, thus, liable to Redwood in an amount that adequately compensates Redwood for Askey's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT IV

(INFRINGEMENT OF U.S. PATENT NO. 9,374,209)

72. Plaintiff incorporates paragraphs 1 through 71 herein by reference.

73. Redwood is the assignee of the '209 patent, entitled "Transmission Signal Generation Apparatus, Transmission Signal Generation Method, Reception Signal Apparatus, and Reception Signal Method," with ownership of all substantial rights in the '209 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

74. The '209 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '209 patent issued from U.S. Patent Application No. 14/703,938.

75. Askey has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '209 patent in this judicial district and elsewhere in Texas and the United States.

76. Askey directly infringes the '209 patent via 35 U.S.C. § 271(a) by making, offering for sale, using, testing, selling, and/or importing those Accused Products, their components and processes, and/or products containing the same that incorporate the fundamental technologies covered by the '209 patent. For example, Askey directly infringes the '209 patent by offering for sale, selling, and/or importing those Accused Products, their components and processes, and/or products containing the same that incorporate the fundamental technologies covered by the '209 patent, to its alter egos, agents, intermediaries, distributors, importers, customers, subsidiaries, and/or consumers. Furthermore, on information and belief, Askey sells and makes the Accused Products outside of the United States, delivers those products to its customers, distributors, and/or subsidiaries in the United States, or in the case that it delivers the Accused Products outside of the United States it does so intending and/or knowing that those products are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '209 patent. *See, e.g., Lake Cherokee Hard Drive Techs., L.L.C. v. Marvell Semiconductor, Inc.*, 964 F. Supp. 2d 653, 658 (E.D. Tex. 2013). Furthermore, Askey directly infringes the '209 patent through its direct involvement in the activities of its subsidiaries, including ASKEYUSA, including by selling and offering for sale the Accused Products directly to such subsidiaries and importing the Accused Products into the United States for such subsidiaries. Such subsidiaries

conduct activities that constitute direct infringement of the '209 patent under 35 U.S.C. § 271(a) by making, using, testing, offering for sale, selling, and/or importing those Accused Products. On information and belief, Askey offers for sale, sells, and imports the Accused Products within the U.S. to, for example, its distributors, customers, subsidiaries, importers, and/or consumers. Further, Askey is vicariously liable for this infringing conduct of its U.S.-based sales subsidiaries, e.g., ASKEYUSA, (under both the alter ego and agency theories) because, as an example and on information and belief, Askey and ASKEYUSA are essentially the same company, and Askey has the right and ability to control its subsidiaries infringing acts and receives a direct financial benefit from the infringement of its U.S.-based sales subsidiaries, e.g., ASKEYUSA.

77. For example, Askey infringes claim 11 of the '209 patent via the Accused Products. The Accused Products comprise a transmission signal generation apparatus configured to generate transmission signals (e.g., HT-mixed format transmission signals). *See, e.g.*, Figure 19-2 of IEEE 802.11 2016.

78. The Accused Products each comprise circuitry and/or components (hardware and/or software) configured to generate one or more transmission signals, where each transmission signal includes a data frame having preamble information, pilot information, and data information. *See, e.g.*, Sections 19.3.3 and 19.3.20 and Figure 19-2 of IEEE 802.11 2016. Further, each of the transmission signals include the PHY preamble, at least four pilot symbols, and data information. *See, e.g.*, Sections 19.3.1, 19.3.11.10, and 19.3.20 of IEEE 802.11 2016.

79. Each of the one or more transmission signals includes an associated preamble multiplied by a factor so that an average reception power of the associated preamble corresponds to an average reception power of the data information received with the associated preamble. For example, each of the transmission signals is multiplied by a normalization factor corresponding to

the modulation scheme to achieve the same average power for all mappings, where the preamble and data information can have different modulation types and therefore different corresponding normalization factors. *See, e.g.*, Section 17.3.5.8, Table 17-11, Equation 17-20, and Figure 17.1 of IEEE 802.11 2016.

80. Each of the one or more transmission signals includes plural pilot symbol sequences. For example, each of the transmission signals include at least four pilot symbols inserted in, for example, carrier positions -21, -7, 7, and 21. *See, e.g.*, Section 19.3.11.10 and Figure 19-3 of IEEE 802.11 2016.

81. The Accused Products each comprise circuitry and/or components (hardware and/or software) of an Inverse Fourier transformer configured to generate for each of the one or more transmission signals a corresponding OFDM signal for transmission by a corresponding one of one or more antennas by Inverse Fourier transforming each of the transmission signals. *See, e.g.*, Section 19.3.3 and Figure 19-3 of IEEE 802.11 2016.

82. The Inverse Fourier transformer of each of the Accused Products is configured to arrange the pilot symbol sequences in corresponding pilot carriers during a first time period. For example, the Inverse Fourier transformer is configured to arrange pilot sequences in the pilot carriers of each OFDM symbol transmitted during a first time period (e.g., the 3.2 μ s DFT period). *See, e.g.*, Section 19.3.6, 19.3.11.10, 19.3.21, 19.4.3, and Equation 19-90 of IEEE 802.11 2016.

83. The transmitter of each of the Accused Products is configured to arrange sets of the pilot carriers in a same carrier position in the OFDM signal, where the plural pilot symbol sequences are all orthogonal to each other. For example, the transmitter is configured to arrange pilot sequences for each space-time stream, where each of the OFDM signals contains four pilot carriers inserted in, for example, carrier positions -21, -7, 7, and 21. *See, e.g.*, Section 19.3.11.10,

Equation 19-54, and Table 19-19 of IEEE 802.11 2016. Pilot sequences corresponding to different spatial streams are orthogonal to each other. *See, e.g.*, Table 19-19 of IEEE 802.11 2016.

84. The technology discussion above and the exemplary Accused Products provide context for Plaintiff's infringement allegations.

85. At a minimum, Askey has known of the '209 patent at least as early as the filing date of the complaint. In addition, Askey has known about the '209 patent since at least May 17, 2022, when Askey and/or its agents received notice of its infringement via a letter. Redwood sent numerous follow-up emails, which included data room access credentials of claim charts further demonstrating Askey's infringement of the '209 patent and references to the prior notice letter, which were received by Askey and/or its agents on June 27, 2022, July 12, 2022, July 27, 2022, and August 11, 2022.

86. On information and belief, since at least the above-mentioned dates when Askey was on notice of its infringement, Askey has actively induced, under U.S.C. § 271(b), its distributors, customers, subsidiaries, importers, and/or consumers that import, use, purchase, offer to sell, or sell the Accused Products comprising all of the limitations of one or more claims of the '209 patent to directly infringe one or more claims of the '209 patent by using, offering for sale, selling, and/or importing the Accused Products. Since at least the notice provided on the above-mentioned dates, Askey does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '209 patent. Askey intends to cause, and has taken affirmative steps to induce infringement by its distributors, importers, customers, subsidiaries, and/or consumers by at least, *inter alia*, creating advertisements that promote the infringing use of the Accused Products, creating and/or maintaining established distribution channels for the Accused Products into and within the United States, manufacturing the Accused Products in

conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, testing and certifying features related to infringing features in the Accused Products, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States.

87. On information and belief, despite having knowledge of the '209 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '209 patent, Askey has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Askey's infringing activities relative to the '209 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

88. Redwood has been damaged as a result of Askey's infringing conduct described in this Count. Askey is, thus, liable to Redwood in an amount that adequately compensates Redwood for Askey's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

CONCLUSION

89. Plaintiff Redwood is entitled to recover from Askey the damages sustained by Plaintiff as a result of Askey's wrongful acts, and willful infringement, in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court.

90. Plaintiff has incurred and will incur attorneys' fees, costs, and expenses in the prosecution of this action. The circumstances of this dispute may give rise to an exceptional case

within the meaning of 35 U.S.C. § 285, and Plaintiff is entitled to recover its reasonable and necessary attorneys' fees, costs, and expenses.

JURY DEMAND

91. Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

92. Plaintiff respectfully requests that the Court find in its favor and against Askey, and that the Court grant Plaintiff the following relief:

1. A judgment that Askey has infringed the Asserted Patents as alleged herein, directly and/or indirectly by way of inducing infringement of such patents;
2. A judgment for an accounting of all damages sustained by Plaintiff as a result of the acts of infringement by Askey;
3. A judgment and order requiring Askey to pay Plaintiff damages under 35 U.S.C. § 284, including up to treble damages as provided by 35 U.S.C. § 284, and any royalties determined to be appropriate;
4. A judgment and order requiring Askey to pay Plaintiff pre-judgment and post-judgment interest on the damages awarded;
5. A judgment and order finding this to be an exceptional case and requiring Askey to pay the costs of this action (including all disbursements) and attorneys' fees as provided by 35 U.S.C. § 285; and
6. Such other and further relief as the Court deems just and equitable.

Dated: December 15, 2022

Respectfully submitted,

/s/ Patrick J. Conroy

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