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18 **UNITED STATES DISTRICT COURT**
19 **NORTHERN DISTRICT OF CALIFORNIA**
20 **SAN JOSE DIVISION**

21 SAMSUNG ELECTRONICS CO., LTD.)
and SAMSUNG ELECTRONICS)
22 AMERICA, INC.,)

23 Plaintiff,)

24 v.)

25 BLAZE MOBILE, INC., and)
MICHELLE FISHER)

26 Defendants.)
27)

CASE NO. 21-cv-02989-EJD

**FIRST AMENDED COMPLAINT FOR
DECLARATORY JUDGMENT OF
NON-INFRINGEMENT;
MISAPPROPRIATION OF TRADE
SECRETS IN VIOLATION OF DTSA;
MISAPPROPRIATION OF TRADE
SECRETS IN VIOLATION OF
CUTSA; KNOWINGLY
PARTICIPATING IN OR AIDING
AND ABETTING BREACH OF
FIDUCIARY DUTY; VIOLATION OF
CAL. BUS. & PROF. CODE § 17200**

DEMAND FOR JURY TRIAL

Plaintiffs Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. (collectively, “Samsung”), seek a declaratory judgment against Defendants Blaze Mobile, Inc. (“Blaze”) and Michelle Fisher (“Ms. Fisher”) of non-infringement as to the following patents owned by Blaze and Michelle Fisher: U.S. Patent Nos. 9,378,493, 9,652,771, 9,996,849, 10,339,556, 10,621,612, 10,699,259, 10,565,575, and 10,825,007 (collectively, the “Patents-in-Suit”).

Samsung also seeks to address Blaze’s and Ms. Fisher’s participation in and inducement of the betrayal of trust by former leaders and senior attorneys whom Samsung relied upon to direct patent licensing, patent strategy, and litigation on its behalf and with whom Samsung shared its highly sensitive confidential information and strategies regarding these issues. These former Samsung lawyers switched sides and leveraged Samsung’s own confidential information and strategies against Samsung as a tool for seeking to extract undue patent licensing payments in connection with patents asserted by Blaze. Moreover, after partnering with Samsung’s former lawyers, Blaze and those lawyers threatened Samsung that they were trying to prosecute patents on behalf of Blaze to strategically cover Samsung products in the United States. Blaze and Ms. Fisher participated in and induced this misconduct by retaining Seung-Ho Ahn’s and Sungil Cho’s services to act against their former employer and client Samsung, and exclusively retaining at least Synergy to prosecute and monetize Blaze’s assets in return for assistance in a scheme to extort Samsung using its own highly sensitive information and strategies. Samsung hereby alleges as follows:

NATURE OF THE ACTION

1. This is an action for declaratory judgement arising under the patent laws of the United States, Title 35 of the United States Code, and the Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202. Samsung seeks a declaratory judgment of non-infringement of the Patents-in-Suit.

2. This is also an action for trade secret misappropriation in violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836, *et seq.*; trade secret misappropriation in violation of the California Uniform Trade Secrets Act, California Civil Code § 3426, *et seq.*; knowingly participating in or aiding and abetting breach of fiduciary duty; and violation of Cal. Bus. & Prof. Code § 17200.

THE PARTIES

1 3. Samsung Electronics Corporation, Ltd. (“SEC”) is based in South Korea. SEC designs
2 and manufactures a wide variety of products, including cellular mobile devices.

3 4. Samsung Electronics America, Inc. (“SEA”) is a New York corporation with its
4 principal place of business at 85 Challenger Road, Ridgefield Park, New Jersey 07660.

5 5. On information and belief, Defendant Blaze is a privately held corporation organized
6 and existing under the laws of the State of Delaware, with its principal place of business at 2930
7 Domingo Avenue, Suite 123, Berkeley, CA 94705.

8 6. Defendant Michelle Fisher is the named inventor on all Patents-in-Suit. On information
9 and belief, Michelle Fisher is the Chief Executive Officer (“CEO”) and Founder of Blaze, resides in
10 Northern California, and conducts business on behalf of Blaze and prosecutes patent applications
11 before the United States Patent and Trademark Office (“USPTO”) from 2930 Domingo Avenue, Suite
12 123, Berkeley, CA 94704.

JURISDICTION AND VENUE

13
14 7. This Court has exclusive subject matter jurisdiction over this action pursuant to federal
15 question jurisdiction, 28 U.S.C. §§ 1331 and 1338(a), the Declaratory Judgment Act, 28 U.S.C.
16 §§ 2201–2202, the Patent Laws of the United States, 35 U.S.C. § 1 et seq., and the Defend Trade
17 Secrets Act, 18 U.S.C. § 1836, et seq.

18 8. This Court also has supplemental jurisdiction over the asserted state law claims
19 pursuant to 28 U.S.C. § 1367(a) because the federal and state law claims derive from a common
20 nucleus of operative facts and pursuant to 28 U.S.C. § 1332 because there is diversity of citizenship
21 among the parties and the amount in controversy exceeds \$75,000.

22 9. An actual and justiciable controversy exists between Samsung and Blaze as to the
23 alleged infringement of the claims of the Patents-in-Suit.

24 10. This Court has subject matter jurisdiction over this action based on a real and
25 immediate controversy between Samsung and Blaze regarding whether various Samsung products,
26 including Samsung Pay, Samsung Ads, and Samsung Galaxy Store infringe the Patents-in-Suit. As
27 described in more detail below, this controversy arises out of Blaze’s infringement assertions with
28 respect to Samsung Pay, Samsung Ads, and Samsung Galaxy Store used on Samsung mobile products

1 including Samsung’s Galaxy mobile phones and tablets. On September 13, 2021, Blaze filed
2 counterclaims (the “Blaze Counterclaims”) asserting infringement of the Patents-in-Suit against
3 various Samsung products, including Samsung Pay, Samsung Galaxy Store, and Samsung Ads.

4 11. This Court has personal jurisdiction over Blaze. On information and belief, Blaze is
5 based in this District, and was based in this District at the time the Patents-in-Suit were prosecuted.
6 Blaze has also taken steps in this District to assert patents against Samsung. Further, this Court has
7 personal jurisdiction over Blaze for at least the reason that, in filing the Blaze Counterclaims in this
8 case, Blaze has submitted to the personal jurisdiction of this Court.

9 12. This Court has personal jurisdiction over Michelle Fisher. On information and belief,
10 Michelle Fisher resides in this District, conducts business on behalf of Blaze in this District, and
11 corresponded with the USPTO using an address in this District in prosecuting the Patents-in-Suit.
12 Michelle Fisher has also taken steps in this District to assert patents against Samsung. Further, in
13 Blaze’s Counterclaims, Blaze stated that “Michelle Fisher does not contest personal jurisdiction in the
14 Northern District of California.” Dkt. 30, ¶ 9.

15 13. Venue is proper in this Court under 28 U.S.C. §§ 1391 because Blaze has its principal
16 place of business in this District, Michelle Fisher resides in and conducts business in this District, a
17 substantial part of the events giving rise to Samsung’s claims occurred in this District, and because
18 Blaze and Michelle Fisher are subject to personal jurisdiction in this District.

19 **FACTUAL BACKGROUND**

20 **The Patents-in-Suit**

21 14. U.S. Patent No. 9,378,493 (“the ’493 Patent”) is entitled “Mobile Communication
22 Device Near Field Communication (NFC) Transactions,” and bears an issuance date of June 28, 2016.
23 The ’493 Patent bears a filing date of September 14, 2012. The ’493 Patent lists Michelle Fisher and
24 Rathin Guha as inventors, and Michelle Fisher as sole assignee. On information and belief, the ’493
25 Patent is currently assigned to Blaze, but Michelle Fisher retains the right to sue for infringement that
26 occurred before her assignment of rights to Blaze on July 24, 2020. A true and correct copy of the
27 ’493 Patent is attached hereto as Exhibit 1.

1 15. U.S. Patent No. 9,652,771 (“the ’771 Patent”) is entitled “Induction Based Transactions
2 at a Mobile Device with Authentication,” and bears an issuance date of May 16, 2017. The ’771 Patent
3 bears a filing date of June 7, 2016. The ’771 Patent lists Michelle Fisher as its sole inventor and
4 assignee. On information and belief, the ’771 Patent is currently assigned to Blaze, but Michelle
5 Fisher retains the right to sue for infringement that occurred before her assignment of rights to Blaze
6 on November 16, 2017. A true and correct copy of the ’771 Patent is attached hereto as Exhibit 2.

7 16. U.S. Patent No. 9,996,849 (“the ’849 Patent”) is entitled “Remote Delivery of
8 Advertisements,” and bears an issuance date of June 12, 2018. The ’849 Patent bears a filing date of
9 April 20, 2016. The ’849 Patent lists Michelle Fisher as its sole inventor and assignee. On information
10 and belief, the ’849 Patent is currently assigned to Blaze, but Michelle Fisher retains the right to sue
11 for infringement that occurred before her assignment of rights to Blaze on July 30, 2020. A true and
12 correct copy of the ’849 Patent is attached hereto as Exhibit 3.

13 17. U.S. Patent No. 10,339,556 (“the ’556 Patent”) is entitled “Selecting and Transmitting
14 an Advertisement from a Server in Response to User Input,” and bears an issuance date of July 2,
15 2019. The ’556 Patent bears a filing date of May 15, 2018. The ’556 Patent lists Michelle Fisher as
16 its sole inventor and assignee. On information and belief, the ’556 Patent is currently assigned to
17 Blaze, but Michelle Fisher retains the right to sue for infringement that occurred before her assignment
18 of rights to Blaze on July 30, 2020. A true and correct copy of the ’556 Patent is attached hereto as
19 Exhibit 4.

20 18. U.S. Patent No. 10,621,612 (“the ’612 Patent”) is entitled “Displaying an
21 Advertisement in Response to User Input Using a Non-Browser Based Application,” and bears an
22 issuance date of April 14, 2020. The ’612 Patent bears a filing date of June 28, 2019. The ’612 Patent
23 lists Michelle Fisher as its sole inventor and assignee. On information and belief, the ’612 Patent is
24 currently assigned to Blaze, but Michelle Fisher retains the right to sue for infringement that occurred
25 before her assignment of rights to Blaze on July 30, 2020. A true and correct copy of the ’612 Patent
26 is attached hereto as Exhibit 5.

27 19. U.S. Patent No. 10,699,259 (“the ’259 Patent”) is entitled “Remote Transaction
28 Processing Using a Mobile Device,” and bears an issuance date of June 30, 2020. The ’259 Patent

1 bears a filing date of March 21, 2016. The '259 Patent lists Michelle Fisher as its sole inventor and
2 assignee. On information and belief, the '259 Patent is currently assigned to Blaze, but Michelle
3 Fisher retains the right to sue for infringement that occurred before her assignment of rights to Blaze
4 on July 30, 2020. A true and correct copy of the '259 Patent is attached hereto as Exhibit 6.

5 20. U.S. Patent No. 10,565,575 (“the '575 Patent”) is entitled “NFC Mobile Device
6 Transactions with a Digital Artifact,” and bears an issuance date of February 18, 2020. The '575
7 Patent bears a filing date of April 20, 2019. The '575 Patent lists Michelle Fisher as its sole inventor
8 and assignee. On information and belief, the '575 is currently assigned to Blaze, but Michelle Fisher
9 retains the right to sue for infringement that occurred before her assignment of rights to Blaze on July
10 29, 2020. A true and correct copy of the '575 Patent is attached hereto as Exhibit 7.

11 21. U.S. Patent No. 10,825,007 (“the '007 Patent”) is entitled “Remote Transaction
12 Processing of at a Transaction Server,” and bears an issuance date of November 3, 2020. The '007
13 Patent bears a filing date of April 15, 2014. The '007 Patent lists Michelle Fisher as its sole inventor
14 and assignee. On information and belief, the '007 Patent is currently assigned to Blaze, but Michelle
15 Fisher retains the right to sue for infringement that occurred before her assignment of rights to Blaze
16 on November 4, 2020. A true and correct copy of the '007 Patent is attached hereto as Exhibit 8.

17 22. Blaze claims to be the owner of each of the Patents-in-Suit. Blaze further claims to be
18 the owner of over 50 issued and pending U.S. patents. Samsung reserves all rights to amend this
19 Complaint to seek a declaratory judgment of non-infringement, invalidity, and/or unenforceability of
20 these or any other U.S. patent owned by Blaze or Michelle Fisher.

21 23. The Patents-in-Suit belong to three active families of patents, which include patent
22 applications that are actively pending before the USPTO.

23 24. The '849, '556, and '612 Patents each purport to claim priority to U.S. Patent No.
24 8,693,995, filed on December 13, 2007. The '556 Patent is a continuation of the application that issued
25 as the '849 Patent. The '612 Patent is a continuation of the application that issued as the '556 Patent.

26 25. The '493 and '771 Patents each purport to claim priority to U.S. Patent. No. 8,290,433,
27 filed on November 14, 2007. The '771 Patent is a continuation of the application that issued as the
28 '493 Patent.

1 26. The '575, '259, and '007 Patents each purport to claim priority to U.S. Patent. No.
2 8,352,323, filed on November 30, 2007.

3 **The Parties' Dispute Belongs In California**

4 27. On information and belief, Blaze was founded in 2005 in Alameda, California and later
5 relocated to its current address in Berkeley, California, both of which are within this District. On
6 information and belief, Blaze is incorporated in Delaware.

7 28. On information and belief, Blaze was founded by Michelle Fisher, who is also the Chief
8 Executive Officer (CEO) of Blaze. Michelle Fisher is a named inventor on all of the Patents-in-Suit.
9 In communications with the USPTO, Michelle Fisher lists a correspondence address in Berkeley,
10 California, which is within this District.

11 29. Michelle Fisher purports to have invented the NFC mobile payment sticker, which
12 enables mobile devices to be used to make “contactless” purchases. Blaze purports to own over fifty
13 patents in the NFC mobile payment technological space, assigned to it by Michelle Fisher.

14 30. The Patents-in-Suit were all prosecuted before the USPTO by Michelle Fisher. On
15 information and belief, Michelle Fisher conducted in-person interviews with USPTO patent
16 examiners, including at the USPTO's San Jose office within this District, in order to advance the
17 prosecution of her patent applications.

18 31. On information and belief, Michelle Fisher engaged in licensing negotiations with
19 mobile phone manufacturers regarding Blaze's patents from Blaze's headquarters in this District.

20 **Dr. Ahn Represented Samsung In Negotiations Against Ms. Fisher And Blaze, And Then Ms.**
21 **Fisher Induced Him To Switch Sides Against His Former Client**

22 32. Beginning in 2016, Ms. Fisher and Blaze approached Samsung to propose that
23 Samsung take a license to Blaze patents, including some of the Patents-in-Suit.

24 33. At the time, Dr. Ahn was the Head of the IP Center, and the head lawyer for SEC's and
25 SEA's in-house patent legal team. Dr. Ahn served as an Executive Vice President and high-ranking
26 in-house attorney at Samsung, with responsibilities that included overseeing all patent licensing,
27 analysis, strategy, and litigation for SEC and subsidiary SEA, including teams of in-house intellectual
28 property lawyers in Washington, D.C. and Silicon Valley. In his roles at Samsung, Dr. Ahn advised

1 both SEC and SEA on a myriad of legal issues and legal strategy for patent licensing and litigation.
2 From 2010 until December 2018, Dr. Ahn served as the head of Samsung's IP Center and was the
3 person in charge of all matters relating to patent licensing and litigation. Thereafter he continued
4 working for Samsung in an advisory role through approximately the end of July 2019. The heads of
5 Samsung's patent licensing team, patent litigation team, patent technical analysis team, and patent
6 strategy team all reported directly to Dr. Ahn. Patent licenses entered into by Samsung during Dr.
7 Ahn's tenure required Dr. Ahn's approval, and at times, required his substantive involvement. As a
8 result, Dr. Ahn had responsibility for negotiating hundreds of patent licenses on behalf of Samsung.

9 34. In connection with his role as an executive and attorney of Samsung, Dr. Ahn was privy
10 to a wide range of highly sensitive proprietary and confidential information of Samsung relating to
11 Samsung's patent strategy and patent licenses, including the terms of Samsung's patent licenses,
12 Samsung's approach to formulating positions and monetary offers in patent licensing negotiations.
13 Dr. Ahn also had intimate knowledge of Samsung's priorities and sensitivities in commercial and
14 technological issues as it relates to patent licensing. This includes Samsung's priorities and
15 sensitivities in commercial and technological issues as it relates to the products asserted in this case.

16 35. Beginning in 2016, Ms. Fisher communicated directly with Dr. Ahn (and others) about
17 Blaze's proposal for Samsung to take a license to Blaze patents, with Dr. Ahn representing Samsung's
18 interests as the head of its in-house IP legal team. Some of those communications were subject to a
19 non-disclosure agreement between Blaze and Samsung. Ms. Fisher knew that Dr. Ahn was Samsung's
20 lawyer in those negotiations against Blaze, and she knew that he was the Head of Samsung's IP Center.
21 She also knew that Samsung's IP Center analyzed non-infringement and invalidity for Blaze's patents
22 and patent applications while Dr. Ahn was the Head of the IP Center. She also knew that it would be
23 wrong for a lawyer to switch sides against a former client.

24 36. Nevertheless, just a little more than one year after Dr. Ahn left Samsung, Ms. Fisher
25 reached out to Dr. Ahn in September 2020, seeking his assistance in her negotiations against Samsung,
26 ultimately retaining him and his company, Synergy IP Corp. ("Synergy"), to negotiate and assert Blaze
27 patents against Samsung. In the process of retaining Synergy, Ms. Fisher learned that Synergy's other
28 key employee, Mr. Cho, was also a longtime in-house patent lawyer at Samsung.

1 37. In particular, Mr. Cho served as a Leader of the Patent & Technology Analysis Group
2 for Standards Patents, member of the licensing team, and in-house attorney at Samsung with
3 responsibilities that included overseeing and participating in numerous patent licensing and patent
4 litigation matters for both SEC and subsidiary SEA. In connection with his role as a manager and
5 attorney of Samsung, Mr. Cho was privy to a significant amount of highly sensitive proprietary and
6 confidential information of Samsung relating to Samsung's patent strategy and patent licenses,
7 including the terms of Samsung's patent licenses, Samsung's approach to formulating positions and
8 monetary offers in patent licensing negotiations, and Samsung's priorities and sensitivities in
9 commercial and technological issues as it relates to patent licensing.

10 38. Upon information and belief, Blaze and Ms. Fisher were aware of Dr. Ahn's role as an
11 executive and attorney of Samsung before retaining Synergy. Upon information and belief, Blaze and
12 Ms. Fisher were aware of Mr. Cho's role as a manager and attorney of Samsung before retaining
13 Synergy. Upon information and belief, Blaze and Ms. Fisher were aware that as high-ranking
14 employees and attorneys for Samsung, Dr. Ahn and Mr. Cho were privy to highly sensitive proprietary
15 and confidential information of Samsung relating to Samsung's patent strategy and patent licenses,
16 including the terms of Samsung's patent licenses, Samsung's approach to formulating positions and
17 monetary offers in patent licensing negotiations, and Samsung's priorities and sensitivities in
18 commercial and technological issues as it relates to patent licensing. Upon information and belief,
19 Blaze and Ms. Fisher knew that Dr. Ahn and Mr. Cho owed duties to Samsung as its former employees,
20 executives, and lawyers.

21 39. The information noted above to which Dr. Ahn and Mr. Cho were privy is subject to
22 extensive, and at a minimum reasonable, measures to maintain secrecy. For example, this information
23 is shared only on a need-to-know basis even within Samsung itself. Samsung personnel who have
24 access to this information, including for example Dr. Ahn and Mr. Cho, sign contractual undertakings
25 to maintain the secrecy of Samsung's confidential information. This information is maintained on
26 computer systems that are accessible only with appropriate credentials of Samsung personnel who are
27 authorized to have access to this information. Further, when information regarding Samsung licenses
28 is produced under litigation obligations, this is done under strict protective order provisions that protect

1 the information in question, including for example, by prohibiting access by Samsung’s adversaries in
2 litigation (except for their outside litigation counsel).

3 40. This information derives independent economic value, including substantial
4 commercial significance to Samsung, from not being generally known or ascertainable by others. One
5 such source of value is Samsung’s ability to develop and market its products, while negotiating patent
6 licenses covering related technologies on commercially acceptable terms without having its own
7 internal practices and sensitivities leveraged against it by counterparties.

8 41. In addition to confidentiality measures imposed by Samsung, Dr. Ahn and Mr. Cho are
9 subject to ethical obligations of confidentiality and other duties by virtue of having served as attorneys
10 for Samsung. For example, Dr. Ahn is a member of the California State Bar. Under the rules
11 governing California attorneys, Ahn is obligated to “maintain inviolate the confidence, and at every
12 peril to himself or herself to preserve the secrets, of his or her client.” *See* California Business and
13 Professions Code, Section 6068(e)(1); *see also* California Rules of Professional Conduct, Rule 1.8.2
14 (“A lawyer shall not use a client’s information protected by Business and Professions Code section
15 6068, subdivision (e)(1) to the disadvantage of the client.”). Under those rules, Ahn also owes other
16 duties to his former client Samsung, including that “a lawyer who has formerly represented a client in
17 a matter shall not thereafter represent another person in the same or a substantially related matter in
18 which that person’s interests are materially adverse to the interests of the former client unless the
19 former client gives informed written consent.” California Rules of Professional Conduct, Rule 1.9.

20 42. Mr. Cho is a member of the New York State Bar. Under the rules governing New York
21 attorneys, Mr. Cho “shall not knowingly reveal confidential information, as defined in this Rule, or
22 use such information to the disadvantage of a client or for the advantage of the lawyer or a third
23 person.” *See* New York Rules of Professional Conduct, Rule 1.6. Mr. Cho also owes other duties to
24 his former client Samsung, including that “a lawyer who has formerly represented a client in a matter
25 shall not thereafter represent another person in the same or a substantially related matter in which that
26 person’s interests are materially adverse to the interests of the former client unless the former client
27 gives informed consent, confirmed in writing.” These rules apply to Dr. Ahn and Mr. Cho as in-house
28 lawyers to Samsung. Samsung never consented to Dr. Ahn or Mr. Cho violating these rules.

1 43. In connection with his responsibilities at Samsung, Dr. Ahn was involved in work on
2 behalf of Samsung relating to attempts by others to solicit Samsung to make licensing payments for a
3 portfolio of patents, including some of the Blaze Patents-in-Suit. In fact, Dr. Ahn was personally
4 involved in the negotiations regarding the Blaze Patents-in-Suit while he was still at Samsung, even
5 flying to this District and attending face-to-face discussions with Ms. Fisher in Menlo Park. Further,
6 as the senior lawyer responsible for Samsung's patent licensing and litigation, Dr. Ahn was ultimately
7 responsible for the ongoing negotiations regarding Blaze's portfolio during his employment and would
8 receive reports on the negotiations. Mr. Cho was likewise involved in work on behalf of Samsung
9 relating to such licensing solicitations, including receiving reports discussing the ongoing negotiations
10 and internal strategies. Both Dr. Ahn and Mr. Cho were aware of proprietary Samsung information,
11 including business strategies and legal licensing matters, involving the at-issue technology and
12 products, particularly in light of the fact that Dr. Ahn was personally involved in the negotiations with
13 Blaze regarding the Patents-in-Suit while he was still at Samsung. The confidential information to
14 which Dr. Ahn and Mr. Cho were privy includes information learned in connection with these
15 responsibilities.

16 44. Samsung has learned that before Dr. Ahn retired from Samsung in 2019, he had begun
17 plotting to build a second career in licensing patents to Samsung, including by switching sides in the
18 patent negotiations in which he previously represented Samsung. Upon information and belief, Dr.
19 Ahn sought to attract clients by promoting his inside knowledge of Samsung's IP Center, and using
20 Samsung's confidential information against it for his own personal gain. Dr. Ahn's preparations for
21 this second career as a Samsung adversary began even while he was still employed by Samsung.

22 45. Shortly after leaving Samsung, Dr. Ahn formed Synergy to conduct his business.
23 Synergy is an undercapitalized shell company that serves as the alter ego of Dr. Ahn for his new
24 licensing business. Dr. Ahn formed and controls Synergy. As of May 25, 2022, he held a majority
25 interest in the company. His wife held a minority interest. Public records show Synergy's sole
26 business is patent licensing, counseling, and prosecution. In 2020, Mr. Cho left Samsung to join Ahn
27 at Synergy. As of May 25, 2022, Mr. Cho held the remaining minority interest in the company.

1 46. When Blaze and Ms. Fisher retained Synergy, they made clear that they wanted Dr.
2 Ahn himself to lead the effort against Samsung. In exchange, Blaze and Ms. Fisher were willing to
3 share a substantial portion of revenue generated from Samsung.

4 **Blaze’s Allegations Of Infringement Against Samsung**

5 47. On November 22, 2020, Samsung received an email from Ms. Fisher, informing
6 Samsung that Blaze had retained Synergy to represent Blaze against Samsung. The email informs
7 Samsung that Ms. Fisher and Blaze reached out to Dr. Ahn and retained his team to represent Blaze
8 in negotiating and asserting Blaze patents against Samsung.

9 48. On November 25, 2020, Samsung received a letter from Synergy IP Corp. (“Synergy”),
10 which purported to represent Blaze. A true and correct copy of this letter is attached hereto as Exhibit
11 9. The letter states that it “put Samsung ... on notice that Blaze has certain patent rights that Samsung
12 ... has been and is infringing.” The letter specifically contends that “Samsung has been and is directly
13 and/or indirectly infringing” each of the Patents-in-Suit. The letter identifies as accused products
14 Samsung mobile products, including products supporting Samsung Pay, Samsung Ads, and Samsung
15 Galaxy Store. The letter further asserts that “Blaze ... is strategically drafting its patent claims to
16 cover other Samsung services in the United States, including Samsung Pay Cash ... and Samsung
17 Money.” The letter is not designated confidential.

18 49. The November 25, 2020 letter was accompanied by four “exemplary infringement
19 charts” outlining Blaze’s infringement allegations with respect to the ’575, ’771, ’849, and ’259
20 Patents-in-Suit. Dr. Ahn and Mr. Cho assisted in drafting these exemplary infringement charts. True
21 and correct copies of these claim charts are attached hereto as Exhibits 10–13. The ’575 and ’771
22 patents were charted against Samsung Pay. The ’849 patent was charted against Samsung Ads. The
23 ’259 patent was charted against Samsung Galaxy Store. The four claim charts are designated “Non-
24 Confidential and NOT Subject to NDA.”

25 50. On information and belief, Dr. Ahn and Mr. Cho advised Blaze and Ms. Fisher on
26 strategy and substance for asserting Blaze patents against Samsung and negotiating against Samsung.
27 For instance, Dr. Ahn advised Blaze and Ms. Fisher on ways to circumvent an non-disclosure
28 agreement Blaze entered with Samsung—an NDA that Blaze and Samsung entered in 2016, while Dr.

1 Ahn was overseeing the negotiation on behalf of Samsung. As another example, on information and
2 belief, Dr. Ahn and Mr. Cho assisted in the selection of patents and accused products for Blaze and
3 Ms. Fisher, using insight gained during their years of in-house experience at Samsung to target
4 Samsung. Yet another example is that Dr. Ahn and Mr. Cho advised Blaze and Ms. Fisher on
5 Samsung's likely responses to different negotiating postures from Blaze. Yet one more example is
6 that Dr. Ahn and Mr. Cho advised Blaze and Ms. Fisher on prosecuting patents and threatened
7 Samsung that they were attempting to prosecute those patents strategically to cover Samsung products.

8 51. Dr. Ahn and Mr. Cho did all this with the benefit of years of experience representing
9 Samsung on these very kinds of matters. Knowing that it was improper for these lawyers to switch
10 sides, on information and belief, Ms. Fisher actively solicited advice from Dr. Ahn and Mr. Cho
11 regarding Samsung and willfully turned a blind eye to their misconduct, never even confirming that
12 Dr. Ahn and Mr. Cho were refraining from using Samsung confidential information and never asking
13 them to confirm that they were free from conflicts of interest.

14 52. In December 2020, Samsung objected and informed Blaze, Ms. Fisher, Dr. Ahn, Mr.
15 Cho, and Synergy that this conduct was indeed a violation of ethical duties owed to Samsung. In
16 response, Blaze and Ms. Fisher claimed to cease their work with Dr. Ahn in December 2020, but
17 continued working with Mr. Cho until at least January 2021. Blaze and Ms. Fisher also represented
18 to Samsung that neither Dr. Ahn nor Mr. Cho had contributed to any patent prosecution work for
19 Blaze. On information and belief, that representation was false.

20 53. On January 20, 2021, Samsung received another letter from Blaze, authored by
21 Michelle Fisher. A true and correct copy of this letter is attached hereto as Exhibit 14. The letter
22 asserts that "Samsung has been and is directly and/or indirectly infringing" each of the Patents-in-Suit.
23 The letter identifies as accused products Samsung mobile products, including products supporting
24 Samsung Pay, Samsung Ads, and Samsung Galaxy Store. The letter is not designated confidential.

25 54. The January 20, 2021 letter was accompanied by four "exemplary infringement charts"
26 outlining Blaze's infringement allegations with respect to the '575, '771, '849, and '259 Patents-in-
27 Suit. These are the same claim charts that were attached to the November 25, 2020 letter, and are
28 likewise designated "Non-Confidential and NOT Subject to NDA."

1 55. Those new contentions, this litigation, and Blaze's patent prosecution activities were
2 already tainted by Dr. Ahn's and Mr. Cho's leading role in formulating Blaze's positions.

3 56. Upon information and belief, Dr. Ahn and Mr. Cho leveraged the confidential
4 information of Samsung, including the information noted above, and Dr. Ahn's former role as the head
5 of Samsung's IP Center on behalf of Blaze and Ms. Fisher in order to pursue Blaze's and Ms. Fisher's
6 goal of extracting undue patent licensing payments from Samsung. Further, upon information and
7 belief, Dr. Ahn and Mr. Cho leveraged the confidential information, including the information noted
8 above, to assist Blaze and Ms. Fisher draft patent claims and/or prosecute patents in ways that Blaze
9 and Synergy threatened would purportedly cover Samsung's products. Contrary to Blaze's and Ms.
10 Fisher's representations to Samsung, upon information and belief, Synergy, Dr. Ahn, and Mr. Cho
11 were deeply involved in Blaze's and Ms. Fisher's patent prosecution activities.

12 57. The confidential information leveraged by Dr. Ahn and Mr. Cho includes, for example,
13 developing strategy based on knowledge of the terms of Samsung's patent licenses, Samsung's
14 approach to formulating positions, valuations, and monetary offers in patent licensing negotiations,
15 and sharing with Blaze and Ms. Fisher, or using on behalf of Blaze and Ms. Fisher, Samsung's strategic
16 priorities and sensitivities in commercial and technological issues involving the accused products. For
17 example, based on their knowledge of Samsung's own highly confidential information, Dr. Ahn and
18 Mr. Cho were in a position to force Samsung to negotiate against an entity that has inside information
19 highly relevant to the negotiation. This is information that no negotiating party would ever divulge to
20 the party with whom it is negotiating. Yet, because Dr. Ahn and Mr. Cho know this information and
21 either shared this information with Blaze and Ms. Fisher or used it on their behalf, Blaze and Ms.
22 Fisher are in a better position to negotiate against Samsung than they otherwise would be. Similarly,
23 based on their knowledge of Samsung's highly confidential information noted above, Dr. Ahn and Mr.
24 Cho were in a position to assist Blaze and Ms. Fisher strategically prosecute patents in ways that they
25 themselves threatened would be designed to cover Samsung's products.

26 58. Blaze and Ms. Fisher participated in, enabled, and induced this conduct by, upon
27 information and belief, coordinating with Synergy, Ahn, and Cho regarding the conduct in question,
28 and involving itself in the efforts to prosecute patents in ways that Synergy threatened would

1 strategically cover Samsung's products and to extract undue patent licensing payments from Samsung,
2 despite knowing Dr. Ahn's and Mr. Cho's previous roles at Samsung and their involvement with
3 Samsung confidential information that would accompany these roles. Indeed, upon information and
4 belief, it is the desire to improperly leverage Samsung's own confidential information and its former
5 in-house counsel against it that led Blaze and Ms. Fisher to partner with Synergy, Ahn, and Cho.

6 59. The conduct of Blaze and Ms. Fisher described above has harmed Samsung by having
7 its own confidential information and former in-house counsel used against it, including for example,
8 upon information and belief, depriving Samsung of the ability to resolve this dispute on more
9 reasonable terms that would otherwise have been available if not for the conduct in question and to
10 have avoided this lawsuit altogether. Additionally, Samsung incurred significant expenses
11 investigating Dr. Ahn's, Mr. Cho's, Blaze's, and Ms. Fisher's misconduct and attempting to minimize
12 the resulting harm. Upon information and belief, this conduct has also unjustly enriched Blaze and
13 Ms. Fisher, including for example, via the value of the commercial relationship that was formed on
14 the basis of a desire to leverage Samsung's confidential information and its former in-house counsel
15 against it and through any further value obtained through such conduct.

16 **Other Revelations Regarding Blaze and Synergy's Relationship**

17 60. Samsung has more recently learned additional details about the extent to which Dr.
18 Ahn and Mr. Cho advised Blaze and Ms. Fisher on strategy and substance for asserting Blaze patents
19 against Samsung and negotiating against Samsung. For instance, Dr. Ahn advised Blaze and Ms.
20 Fisher on ways to circumvent an agreement Blaze entered with Samsung while Dr. Ahn was
21 representing Samsung.

22 61. As another example, Blaze misrepresented to Samsung the scope and timing of its work
23 with Synergy regarding negotiations against Samsung and patent prosecution for Blaze patents.

24 62. Another recent revelation is that, after leaving Samsung, Dr. Ahn worked with still-
25 current Samsung employees to help Dr. Ahn's post-Samsung licensing business, communicating
26 frequently and covertly with them. That connection gave Dr. Ahn continuing access to inside Samsung
27 information that was relevant to Dr. Ahn's work at Synergy on behalf of licensing entities such as
28 Blaze.

1 **Prosecution of the Patents-in-Suit**

2 63. Each of the '771, '849, '556, '575, '612, '259, and '007 Patents-in-Suit claim a “non-
3 browser based application.” During prosecution of the '007 Patent, Michelle Fisher clarified the
4 meaning of this term, arguing that it excludes applications with browser-based elements such as “back
5 and forward buttons,” a “home button,” a “search bar,” and a “viewport.” A true and correct copy of
6 Michelle Fisher’s September 8, 2016 Remarks from the File History of the '007 Patent is attached
7 hereto as Exhibit 15. Michelle Fisher used this interpretation of “non-browser based application” as
8 a basis for distinguishing the prior art, arguing that a prior art media player was not a “non-browser
9 based application” because it had “elements of a web browser” such as back and forward buttons, a
10 home button, and a search/browse bar.

11 64. U.S. Patent No. 9,311,659 (“the '659 Patent”) is entitled “Remote Transaction
12 Processing at a Server from a List Using a Payment Method,” was filed on November 18, 2013, and
13 issued on April 12, 2016. The '659 Patent purports to claim priority to U.S. Patent Application No.
14 11/948,903, the same application as the '575, '259, and '007 Patents-in-Suit.

15 65. During prosecution of the '659 Patent, Michelle Fisher further clarified the meaning of
16 the term “non-browser based application.” In remarks dated December 14, 2015, Michelle Fisher
17 argued that a “non-browser based application” must be able to operate “without connection to a server
18 unlike a browser application which requires a server connection.” A true and correct copy of Michelle
19 Fisher’s December 14, 2015 Remarks from the File History of the '659 Patent is attached hereto as
20 Exhibit 16.

21 66. Each of the Patents-in-Suit, as well as the '659 Patent, rely on and incorporate by
22 reference the disclosures of U.S. Patent Application No. 11/933,351 (“the '351 Application”). During
23 prosecution of the '659 Patent and numerous of the Patents-in-Suit, including at least the '771 and
24 '849 Patents, Michelle Fisher relied on the '351 Application as providing support for the term “non-
25 browser based application.”

26 **COUNT I**

27 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 9,378,493)**

1 67. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
2 as though fully set forth herein.

3 68. An actual and justiciable controversy exists between Samsung, Blaze, and Michelle
4 Fisher concerning the non-infringement of the '493 Patent.

5 69. Samsung's products, including at least Samsung Pay and devices that include Samsung
6 Pay ("Samsung Pay products") have not infringed, and do not infringe, directly or indirectly, any valid
7 and enforceable claim of the '493 Patent, either literally or under the doctrine of equivalents.

8 70. Claims 1 and 9 are the only independent claims of the '493 Patent. Each of these claims
9 requires a "secure element application configured to use the NFC protocol."

10 71. Samsung Pay products do not have a "secure element application configured to use the
11 NFC protocol" at least because they do not use the NFC protocol.

12 72. For at least the above reasons, Samsung Pay products do not infringe any claims of
13 the '493 Patent, either literally or under the doctrine of equivalents.

14 73. Samsung is entitled to a judgment from this Court that Samsung has not infringed, and
15 does not infringe, any valid and enforceable claim of the '493 Patent.

16 **COUNT II**

17 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 9,652,771)**

18 74. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
19 as though fully set forth herein.

20 75. An actual and justiciable controversy exists between Samsung, Blaze, and Michelle
21 Fisher concerning the non-infringement of the '771 Patent.

22 76. Samsung's products, including at least the Samsung Pay products, have not infringed,
23 and do not infringe, directly or indirectly, any valid and enforceable claim of the '771 Patent, either
24 literally or under the doctrine of equivalents.

25 77. Claims 1, 10, and 19 are the only independent claims of the '771 Patent. These claims
26 each require a "secure element application configured to use the NFC protocol." The claims further
27 require that the secure element application be executed "in response to a near field communication
28 inductive signal by an NFC terminal."

1 78. Samsung Pay products do not have a “secure element application configured to use the
2 NFC protocol” at least because they do not use the NFC protocol. Nor do Samsung Pay products
3 execute an application “in response to a near field communication inductive signal by an NFC
4 terminal.” Instead, Samsung Pay products execute an application in response to user authentication.

5 79. Claims 1, 10, and 19 claims also each require a “non-browser based application.”
6 Samsung Pay products do not have a “non-browser based application” at least because they have
7 browser-based elements as identified by Michelle Fisher during prosecution of the ’007 Patent.

8 80. For at least the above reasons, Samsung Pay products do not infringe any claims of the
9 ’771 Patent, either literally or under the doctrine of equivalents.

10 81. Samsung is entitled to a judgment from this Court that Samsung has not infringed, and
11 does not infringe, any valid and enforceable claim of the ’771 Patent.

12 **COUNT III**

13 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 9,996,849)**

14 82. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
15 as though fully set forth herein.

16 83. An actual and justiciable controversy exists between Samsung, Blaze, and Michelle
17 Fisher concerning the non-infringement of the ’849 Patent.

18 84. Samsung’s products, including at least the accused Samsung Ads and devices including
19 Samsung Ads (“Samsung Ads products”), have not infringed, and do not infringe, directly or
20 indirectly, any valid and enforceable claim of the ’849 Patent, either literally or under the doctrine of
21 equivalents.

22 85. Claims 1 and 12 are the only independent claims of the ’849 Patent. These claims each
23 require a “non-browser based application.”

24 86. Samsung Ads products do not have a “non-browser based application” at least because
25 they have browser-based elements as identified by Michelle Fisher during prosecution of the ’007
26 Patent. Further, client-side applications that display advertisements served by Samsung Ads must be
27 connected to a server, which Michelle Fisher argued during prosecution of the ’659 Patent is
28 inconsistent with the requirements of a “non-browser based application.”

1 87. For at least the above reasons, Samsung Ads products do not infringe any claims of the
2 '849 Patent, either literally or under the doctrine of equivalents.

3 88. Samsung is entitled to a judgment from this Court that Samsung has not infringed, and
4 does not infringe, any valid and enforceable claim of the '849 Patent.

5 **COUNT IV**

6 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 10,339,556)**

7 89. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
8 as though fully set forth herein.

9 90. An actual and justiciable controversy exists between Samsung, Blaze, and Michelle
10 Fisher concerning the non-infringement of the '556 Patent.

11 91. Samsung's products, including at least the accused Samsung Ads products, and
12 Samsung Galaxy Store and devices including Samsung Galaxy Store ("Samsung Galaxy Store
13 products"), have not infringed, and do not infringe, directly or indirectly, any valid and enforceable
14 claim of the '556 Patent, either literally or under the doctrine of equivalents.

15 92. Claims 1 and 16 are the only independent claims of the '556 Patent. Independent claims
16 1 and 16 of the '556 Patent each require a "non-browser based application."

17 93. Samsung Ads and Samsung Galaxy Store products do not have a "non-browser based
18 application" at least because they have browser-based elements as identified by Michelle Fisher during
19 prosecution of the '007 Patent. Further, client-side applications that display advertisements served by
20 Samsung Ads, including Samsung Galaxy Store, must be connected to a server, which Michelle Fisher
21 argued during prosecution of the '659 Patent is inconsistent with the requirements of a "non-browser
22 based application."

23 94. For at least the above reasons, Samsung Ads and Samsung Galaxy Store products do
24 not infringe any claims of the '556 Patent, either literally or under the doctrine of equivalents.

25 95. Samsung is entitled to a judgment from this Court that Samsung has not infringed, and
26 does not infringe, any valid and enforceable claim of the '556 Patent.

27 **COUNT V**

28 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 10,621,612)**

1 96. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
2 as though fully set forth herein.

3 97. An actual and justiciable controversy exists between Samsung, Blaze, and Michelle
4 Fisher concerning the non-infringement of the '612 Patent.

5 98. Samsung's products, including at least the accused Samsung Ads and Samsung Galaxy
6 Store products, have not infringed, and do not infringe, directly or indirectly, any valid and enforceable
7 claim of the '612 Patent, either literally or under the doctrine of equivalents.

8 99. Claims 1 and 20 are the only independent claims of the '612 Patent. These claims each
9 require a "non-browser based application."

10 100. Samsung Ads and Samsung Galaxy Store products do not have a "non-browser based
11 application" at least because they have browser-based elements as identified by Michelle Fisher during
12 prosecution of the '007 Patent. Further, client-side applications that display advertisements served by
13 Samsung Ads, including Samsung Galaxy Store, must be connected to a server, which Michelle Fisher
14 argued during prosecution of the '659 Patent is inconsistent with the requirements of a "non-browser
15 based application."

16 101. For at least the above reasons, Samsung Ads and Samsung Galaxy Store products do
17 not infringe any claims of the '612 Patent, either literally or under the doctrine of equivalents.

18 102. Samsung is entitled to a judgment from this Court that Samsung has not infringed, and
19 does not infringe, any valid and enforceable claim of the '612 Patent.

20 **COUNT VI**

21 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 10,699,259)**

22 103. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
23 as though fully set forth herein.

24 104. An actual and justiciable controversy exists between Samsung, Blaze, and Michelle
25 Fisher concerning the non-infringement of the '259 Patent.

26 105. Samsung's products, including at least the accused Samsung Galaxy Store products,
27 have not infringed, and do not infringe, directly or indirectly, any valid and enforceable claim of the
28 '259 Patent, either literally or under the doctrine of equivalents.

1 106. Claims 1, 7, and 13 are the only independent claims of the '259 Patent. These claims
2 each require a “non-browser based application.”

3 107. Samsung Galaxy Store products do not have a “non-browser based application” at least
4 because they have browser-based elements as identified by Michelle Fisher during prosecution of the
5 '007 Patent. Further, client-side applications that display advertisements served by Samsung Galaxy
6 Store must be connected to a server, which Michelle Fisher argued during prosecution of the '659
7 Patent is inconsistent with the requirements of a “non-browser based application.”

8 108. For at least the above reasons, Samsung Galaxy Store products do not infringe any
9 claims of the '259 Patent, either literally or under the doctrine of equivalents.

10 109. Samsung is entitled to a judgment from this Court that Samsung has not infringed, and
11 does not infringe, any valid and enforceable claim of the '259 Patent.

12 **COUNT VII**

13 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 10,565,575)**

14 110. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
15 as though fully set forth herein.

16 111. An actual and justiciable controversy exists between Samsung, Blaze, and Michelle
17 Fisher concerning the non-infringement of the '575 Patent.

18 112. Samsung’s products, including at least the accused Samsung Pay products, have not
19 infringed, and do not infringe, directly or indirectly, any valid and enforceable claim of the '575 Patent,
20 either literally or under the doctrine of equivalents.

21 113. Claims 1 and 14 are the only independent claims of the '575 Patent. These claims each
22 require a “secure element application configured to use the NFC protocol.” The claims further require
23 executing a secure element application “in response to a detection of a near field communication
24 inductive signal from an NFC terminal configured to use the NFC protocol.”

25 114. Samsung Pay products do not have a “secure element application configured to use the
26 NFC protocol” at least because they do not use the NFC protocol. Nor do Samsung Pay products
27 execute an application “in response to a detection of a near field communication inductive signal from
28

1 an NFC terminal configured to use the NFC protocol.” Instead, Samsung Pay products execute an
2 application in response to user authentication.

3 115. Claims 1 and 14 further require a “non-browser based application.” Samsung Pay
4 products do not have a “non-browser based application” at least because they have browser-based
5 elements as identified by Michelle Fisher during prosecution of the ’007 Patent.

6 116. For at least the above reasons, Samsung Pay products do not infringe any claims of the
7 ’575 Patent, either literally or under the doctrine of equivalents.

8 117. Samsung is entitled to a judgment from this Court that Samsung has not infringed, and
9 does not infringe, any valid and enforceable claim of the ’575 Patent.

10 **COUNT VIII**

11 **(Declaratory Judgment of Non-Infringement of U.S. Patent No. 10,825,007)**

12 118. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
13 as though fully set forth herein.

14 119. An actual and justiciable controversy exists between Samsung, Blaze, and Michelle
15 Fisher concerning the non-infringement of the ’007 Patent.

16 120. Samsung’s products, including at least the accused Samsung Galaxy Store products,
17 have not infringed, and do not infringe, directly or indirectly, any valid and enforceable claim of the
18 ’007 Patent, either literally or under the doctrine of equivalents.

19 121. Claims 1, 2, and 3 are the only independent claims of the ’007 Patent. These claims
20 each require a “non-browser based application.”

21 122. Samsung Galaxy Store products do not have a “non-browser based application” at least
22 because they have browser-based elements as identified by Michelle Fisher during prosecution of the
23 ’007 Patents. Further, Samsung Galaxy Store must be connected to a server, which Michelle Fisher
24 argued during prosecution of the ’659 Patent is inconsistent with the requirements of a “non-browser
25 based application.”

26 123. For at least the above reasons, Samsung Galaxy Store products do not infringe any
27 claims of the ’007 Patent, either literally or under the doctrine of equivalents.

1 124. Samsung is entitled to a judgment from this Court that Samsung has not infringed, and
 2 does not infringe, any valid and enforceable claim of the '007 Patent.

3 **COUNT IX**

4 **(Declaratory Judgment of Invalidity of U.S. Patent No. 9,378,493)**

5 125. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
 6 as if fully set forth herein.

7 126. As a result of at least the allegations contained in Samsung's Complaint and Blaze's
 8 Counterclaims (e.g., ¶¶ 5–329), an actual and justiciable controversy exists between Samsung and
 9 Blaze concerning the validity of the '493 Patent.

10 127. The '493 Patent is invalid for failure to meet the conditions of patentability and/or
 11 otherwise comply with one or more of 35 U.S.C. §§ 101, 102, 103, and 112.

12 128. The '493 Patent is invalid under 35 U.S.C. § 101 for failing to claim patent-eligible
 13 subject matter. For example, the '493 Patent claims are directed to the abstract idea of transmitting
 14 payment identification information for a point-of-sale transaction. Further, the claims do not recite
 15 any "inventive concepts" that would transform the claims into patentable subject matter.

16 129. The '493 Patent is invalid as anticipated and/or obvious under 35 U.S.C. §§ 102, 103
 17 because the prior art discloses and/or renders obvious to one of ordinary skill in the art the limitations
 18 of the claims of the '493 Patent, at least as those claims are being asserted by Blaze. For example, the
 19 prior art includes: (a) U.S. Patent No. 8,700,729 ("Dua"), which is prior art under at least pre-AIA
 20 102(b); (b) U.S. App. Pub. 2006/0224901 ("Lowe"), which is prior art under at least pre-AIA § 102(b);
 21 (c) International Pat. Pub. WO 2006/111782 ("MIKKO"), which is prior art under at least pre-AIA
 22 §102(b); (d) U.S. Pat. 7,775,442 ("Saarisalo"), which is prior art under at least pre-AIA §102(e); (e)
 23 U.S. Patent No. 7,059,531 ("Beenau"); (f) U.S. Patent No. 7,239,226 ("Berardi"); (g) U.S. Patent No.
 24 8,412,623 ("Moon"); and (h) International Standard ISO/IEC 18092:2004(E) ("2004 NFC Standard").

25 130. The USPTO has found that certain prior art references raise a substantial new question
 26 of patentability as to the '493 Patent claims, and ordered *ex parte* reexamination on April 21, 2023.
 27 *See* Dkt. 103-5.

1 131. The '493 Patent is invalid under 35 U.S.C. § 112 at least because the specification does
2 not contain sufficient written description support for and/or does not enable certain limitations in each
3 of the independent claims of the '493 Patent. Further, the claims are indefinite, at least because they
4 impermissibly recite both an apparatus and a method for using that apparatus, which makes it unclear
5 whether the claims are infringed by creating the apparatus or when a user actually uses the apparatus.
6 For example, independent claim 9 is directed to “[a] mobile device,” but recites method steps
7 performed by a different device, including “an NFC terminal,” “a management server,” and a
8 “transaction server,” making it unclear what is required to infringe.

9 132. Samsung is entitled to a judgment from this Court that the asserted claims of the '493
10 Patent are invalid for failure to meet the conditions of patentability and/or otherwise comply with one
11 or more of 35 U.S.C. §§ 101, 102, 103, and 112.

COUNT X

(Declaratory Judgment of Invalidity of U.S. Patent No. 9,996,849)

14 133. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
15 as if fully set forth herein.

16 134. As a result of at least the allegations contained in Samsung's Complaint and Blaze's
17 Counterclaims (e.g., ¶¶ 5–329), an actual and justiciable controversy exists between Samsung and
18 Blaze concerning the validity of the '849 Patent.

19 135. The '849 Patent is invalid for failure to meet the conditions of patentability and/or
20 otherwise comply with one or more of 35 U.S.C. §§ 101, 102, 103, and 112.

21 136. The '849 Patent is invalid under 35 U.S.C. § 101 for failing to claim patent-eligible
22 subject matter. For example, the '849 Patent is directed to the abstract idea of targeted advertising.
23 Further, the claims do not recite any “inventive concepts” that would transform the claims into
24 patentable subject matter.

25 137. The '849 Patent is invalid as anticipated and/or obvious under 35 U.S.C. §§ 102, 103
26 because the prior art discloses and/or renders obvious to one of ordinary skill in the art the limitations
27 of the claims of the '849 Patent, at least as those claims are being asserted by Blaze. For example, the
28 prior art includes: (a) U.S. App. Pub. 2005/021523 (“Macaluso”), which is prior art under at least pre-

1 AIA § 102(b); (b) U.S. App. Pub. 2006/0282316 (“Snyder”), which is prior art under at least pre-AIA
2 § 102(a) and (e); (c) the Nokia Ad Service,¹ which was publicly available by March 2007, and is prior
3 art under at least pre-AIA § 102(a); (d) U.S. Patent Publication No. 2004/0181448 (“Hartsman”); (e)
4 U.S. Patent No. 2006/0064346A1 (“Steenstra”); (f) U.S. Patent No. 7,739,596 (“Clarke-Martin”); (g)
5 U.S. Pat. No. 8,002,617 (“Uskela”); (h) U.S. Patent Publication No. 2004/0267611 (“Hoerenz”); and
6 (i) U.S. Patent Publication No. 2005/0005242 (“Hoyle”).

7 138. The USPTO has found that certain prior art references raise a substantial new question
8 of patentability as to the ’849 Patent claims, and ordered *ex parte* reexamination on December 20,
9 2022. *See* Dkt. 103-8.

10 139. The ’849 Patent is invalid under 35 U.S.C. § 112 at least because the specification does
11 not contain sufficient written description support for and/or does not enable certain limitations in each
12 of the independent claims of the ’849 Patent. Further, the claims are indefinite, at least because they
13 impermissibly recite both an apparatus and a method for using that apparatus, which makes it unclear
14 whether the claims are infringed by creating the apparatus or when a user actually uses the apparatus.
15 For example, the claims are directed to a “remote management server,” but recite method steps
16 performed by a “mobile device.”

17 140. Samsung is entitled to a judgment from this Court that the asserted claims of the ’849
18 Patent are invalid for failure to meet the conditions of patentability and/or otherwise comply with one
19 or more of 35 U.S.C. §§ 101, 102, 103, and 112.

20 **COUNT XI**

21 **(Declaratory Judgment of Invalidity of U.S. Patent No. 10,339,556)**

22 141. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
23 as if fully set forth herein.

24
25
26
27 ¹ The Nokia Ad Service is described, for example, at
28 <https://web.archive.org/web/20070310193428/http://www.adservice.nokia.com/index.jsp>.

1 142. As a result of at least the allegations contained in Samsung’s Complaint and Blaze’s
2 Counterclaims (e.g., ¶¶ 5–329), an actual and justiciable controversy exists between Samsung and
3 Blaze concerning the validity of the ’556 Patent.

4 143. The ’556 Patent is invalid for failure to meet the conditions of patentability and/or
5 otherwise comply with one or more of 35 U.S.C. §§ 101, 102, 103, and 112.

6 144. The ’556 Patent is invalid under 35 U.S.C. § 101 for failing to claim patent-eligible
7 subject matter. For example, the ’556 Patent is directed to the abstract idea of targeted advertising.
8 Further, the claims do not recite any “inventive concepts” that would transform the claims into
9 patentable subject matter.

10 145. The ’556 Patent is invalid as anticipated and/or obvious under 35 U.S.C. §§ 102, 103
11 because the prior art discloses and/or renders obvious to one of ordinary skill in the art the limitations
12 of the claims of the ’556 Patent, at least as those claims are being asserted by Blaze. For example, the
13 prior art includes: (a) U.S. App. Pub. 2005/021523 (“Macaluso”), which is prior art under at least pre-
14 AIA § 102(b); (b) U.S. App. Pub. 2006/0282316 (“Snyder”), which is prior art under at least pre-AIA
15 § 102(a) and (e); (c) the Nokia Ad Service, which was publicly available by March 2007, and is prior
16 art under at least pre-AIA § 102(a); (d) U.S. Patent Publication No. 2004/0181448 (“Hartsman”); (e)
17 U.S. Patent No. 2006/0064346A1 (“Steenstra”); (f) U.S. Patent No. 7,739,596 (“Clarke-Martin”); (g)
18 U.S. Pat. No. 8,002,617 (“Uskela”); (h) U.S. Patent Publication No. 2004/0267611 (“Hoerenz”); and
19 (i) U.S. Patent Publication 2006/0285663 (“Rathus”).

20 146. The USPTO has found that certain prior art references raise a substantial new question
21 of patentability as to the ’556 Patent claims, and ordered *ex parte* reexamination on December 22,
22 2022. *See* Dkt. 103-9.

23 147. The ’556 Patent is invalid under 35 U.S.C. § 112 at least because the specification does
24 not contain sufficient written description support for and/or does not enable certain limitations in each
25 of the independent claims of the ’556 Patent. Further, the claims are indefinite, at least because they
26 impermissibly recite both an apparatus and a method for using that apparatus, which makes it unclear
27 whether the claims are infringed by creating the apparatus or when a user actually uses the apparatus.
28

1 For example, certain claims are directed to a “remote management server,” but recite method steps
2 performed by a “mobile device.”

3 148. Samsung is entitled to a judgment from this Court that the asserted claims of the ’556
4 Patent are invalid for failure to meet the conditions of patentability and/or otherwise comply with one
5 or more of 35 U.S.C. §§ 101, 102, 103, and 112.

6 **COUNT XII**

7 **(Declaratory Judgment of Invalidity of U.S. Patent No. 10,621,612)**

8 149. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
9 as if fully set forth herein.

10 150. As a result of at least the allegations contained in Samsung’s Complaint and Blaze’s
11 Counterclaims (*e.g.*, ¶¶ 5–329), an actual and justiciable controversy exists between Samsung and
12 Blaze concerning the validity of the ’612 Patent.

13 151. The ’612 Patent is invalid for failure to meet the conditions of patentability and/or
14 otherwise comply with one or more of 35 U.S.C. §§ 101, 102, 103, and 112.

15 152. The ’612 Patent is invalid under 35 U.S.C. § 101 for failing to claim patent-eligible
16 subject matter. For example, the ’612 Patent is directed to the abstract idea of targeted advertising.
17 Further, the claims do not recite any “inventive concepts” that would transform the claims into
18 patentable subject matter.

19 153. The ’612 Patent is invalid as anticipated and/or obvious under 35 U.S.C. §§ 102, 103
20 because the prior art discloses and/or renders obvious to one of ordinary skill in the art the limitations
21 of the claims of the ’612 Patent, at least as those claims are being asserted by Blaze. For example, the
22 prior art includes: (a) U.S. App. Pub. 2005/021523 (“Macaluso”), which is prior art under at least pre-
23 AIA § 102(b); (b) U.S. App. Pub. 2006/0282316 (“Snyder”), which is prior art under at least pre-AIA
24 § 102(a) and (e); (c) the Nokia Ad Service, which was publicly available by March 2007, and is prior
25 art under at least pre-AIA § 102(a); (d) U.S. Patent Publication No. 2004/0181448 (“Hartsman”); (e)
26 U.S. Patent No. 2006/0064346A1 (“Steenstra”); (f) U.S. Patent No. 7,739,596 (“Clarke-Martin”); (g)
27 U.S. Pat. No. 8,002,617 (“Uskela”); (h) U.S. Patent Publication No. 2004/0267611 (“Hoerenz”); and
28 (i) U.S. Patent Publication 2006/0285663 (“Rathus”).

1 154. The USPTO has found that certain prior art references raise a substantial new question
2 of patentability as to the '612 Patent claims, and ordered *ex parte* reexamination on December 22,
3 2022. See Dkt. 103-10.

4 155. The '612 Patent is invalid under 35 U.S.C. § 112 at least because the specification does
5 not contain sufficient written description support for and/or does not enable certain limitations in each
6 of the independent claims of the '612 Patent. Further, the claims are indefinite, at least because they
7 impermissibly recite both an apparatus and a method for using that apparatus, which makes it unclear
8 whether the claims are infringed by creating the apparatus or when a user actually uses the apparatus.
9 For example, certain claims are directed to a “non-browser based application stored on a mobile
10 device,” but recite method steps performed by a “remote management server.”

11 156. Samsung is entitled to a judgment from this Court that the asserted claims of the '612
12 Patent are invalid for failure to meet the conditions of patentability and/or otherwise comply with one
13 or more of 35 U.S.C. §§ 101, 102, 103, and 112.

14 **COUNT XIII**

15 **(Declaratory Judgment of Invalidity of U.S. Patent No. 9,652,771)**

16 157. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
17 as if fully set forth herein.

18 158. As a result of at least the allegations contained in Samsung's Complaint and Blaze's
19 Counterclaims (*e.g.*, ¶¶ 5–329), an actual and justiciable controversy exists between Samsung and
20 Blaze concerning the validity of the '771 Patent.

21 159. The '771 Patent is invalid for failure to meet the conditions of patentability and/or
22 otherwise comply with one or more of 35 U.S.C. §§ 101, 102, 103, and 112.

23 160. The '771 Patent is invalid under 35 U.S.C. § 101 for failing to claim patent-eligible
24 subject matter. For example, the '771 Patent claims are directed to the abstract idea of transmitting
25 payment identification information for a point-of-sale transaction. Further, the claims do not recite
26 any “inventive concepts” that would transform the claims into patentable subject matter.

27 161. The '771 Patent is invalid as anticipated and/or obvious under 35 U.S.C. §§ 102, 103
28 because the prior art discloses and/or renders obvious to one of ordinary skill in the art the limitations

1 of the claims of the '771 Patent, at least as those claims are being asserted by Blaze. For example, the
2 prior art includes: (a) U.S. Patent No. 8,700,729 (“Dua”), which is prior art under at least pre-AIA
3 102(b); (b) U.S. App. Pub. 2006/0224901 (“Lowe”), which is prior art under at least pre-AIA § 102(b);
4 (c) International Pat. Pub. WO 2006/111782 (“MIKKO”), which is prior art under at least pre-AIA
5 §102(b); (d) U.S. Pat. 7,775,442 (“Saarisalo”), which is prior art under at least pre-AIA §102(e); (e)
6 U.S. Patent No. 7,059,531 (“Beenau”); (f) U.S. Patent No. 7,239,226 (“Berardi”); (g) U.S. Patent No.
7 8,412,623 (“Moon”); and (h) International Standard ISO/IEC 18092:2004(E) (“2004 NFC Standard”).

8 162. The USPTO has found that certain prior art references raise a substantial new question
9 of patentability as to the '771 Patent claims, and ordered *ex parte* reexamination on April 21, 2023.
10 *See* Dkt. 103-12.

11 163. The '771 Patent is invalid under 35 U.S.C. § 112 at least because the specification does
12 not contain sufficient written description support for and/or does not enable certain limitations in each
13 of the independent claims of the '771 Patent. Further, the claims are indefinite, at least because they
14 impermissibly recite both an apparatus and a method for using that apparatus, which makes it unclear
15 whether the claims are infringed by creating the apparatus or when a user actually uses the apparatus.
16 For example, independent claim 9 is directed to “[a] mobile device,” but recites method steps
17 performed by a different device, including “an NFC terminal,” making it unclear what is required to
18 infringe.

19 164. Samsung is entitled to a judgment from this Court that the asserted claims of the '771
20 Patent are invalid for failure to meet the conditions of patentability and/or otherwise comply with one
21 or more of 35 U.S.C. §§ 101, 102, 103, and 112.

22 COUNT XIV

23 (Declaratory Judgment of Invalidity of U.S. Patent No. 10,699,259)

24 165. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
25 as if fully set forth herein.

26 166. As a result of at least the allegations contained in Samsung’s Complaint and Blaze’s
27 Counterclaims (*e.g.*, ¶¶ 5–329), an actual and justiciable controversy exists between Samsung and
28 Blaze concerning the validity of the '259 Patent.

1 167. The '259 Patent is invalid for failure to meet the conditions of patentability and/or
2 otherwise comply with one or more of 35 U.S.C. §§ 101, 102, 103, and 112.

3 168. The '259 Patent is invalid under 35 U.S.C. § 101 for failing to claim patent-eligible
4 subject matter. For example, the claims of the '259 Patent are directed to the abstract idea of
5 performing a transaction on a computer and authenticating a user associated with the user's input login
6 information. Further, the claims do not recite any "inventive concepts" that would transform the
7 claims into patentable subject matter.

8 169. The '259 Patent is invalid as anticipated and/or obvious under 35 U.S.C. §§ 102, 103
9 because the prior art discloses and/or renders obvious to one of ordinary skill in the art the limitations
10 of the claims of the '259 Patent, at least as those claims are being asserted by Blaze. For example, the
11 prior art includes: (a) U.S. App. Pub. 2004/0243517 ("Hansen"), which is prior art under at least pre-
12 AIA § 102 (a) or (e); (b) U.S. App. Pub. 2007/0203792 ("Rao"), which is prior art under at least pre-
13 AIA § 102(a); (c) U.S. App. Pub. 2003/0200108 ("Malnoe"), which is prior art under at least pre-AIA
14 § 102 (a) or (e); (d) U.S. Pat. 6,587,835 ("Treyz"), which is prior art under at least pre-AIA 102(a);
15 (e) U.S. App. Pub. 2008/0040233 ("Wildman"), which is prior art under at least pre-AIA 102(e); (f)
16 the Immttec / meWallet system, which was publicly available by November 2007, and is prior art under
17 at least pre-AIA § 102(a); (g) U.S. Patent App. Pub. 2006/0008256 ("Khedouri"); (h) U.S. Patent App.
18 Pub. 2005/0202385 ("Coward"); (i) U.S. Patent App. Pub. 2004/0230489 ("Goldthwaite"); (j) U.S.
19 Patent App. Pub. 2004/0107136 ("Nemirofsky"); (k) U.S. Patent App. Pub. 2006/0229998
20 ("Harrison"); (l) U.S. Patent 7,063,263 ("Swartz"); (m) JP2001256195 ("Go"); (n) U.S. Patent App.
21 Pub. 2004/0267611 ("Hoerenz"); (o) U.S. Patent App. Pub. 2003/0069812 ("Yuen"); (p) U.S. Patent
22 6,466,203 ("Van Ee").

23 170. The USPTO has found that certain prior art references raise a substantial new question
24 of patentability as to the '259 Patent claims, and ordered *ex parte* reexamination on February 15, 2023.
25 *See* Dkt. 103-3.

26 171. The '259 Patent is invalid under 35 U.S.C. § 112 at least because the specification does
27 not contain sufficient written description support for and/or does not enable certain limitations in each
28 of the independent claims of the '259 Patent. For example, the independent claims require a "non-

1 browser based application” and a “transaction server,” but the patent’s specification provides no
2 discussion of the “non-browser based application” or “transaction server” that would demonstrate to
3 a POSITA that the inventors were in possession of a “non-browser based application” or “transaction
4 server.”

5 172. Further, the claims are indefinite, at least because they impermissibly recite both an
6 apparatus and a method for using that apparatus, which makes it unclear whether the claims are
7 infringed by creating the apparatus or when a user actually uses the apparatus. For example,
8 independent claim 7 requires “[a] mobile device for processing a transaction,” but recites method steps
9 performed by a different device, including a “remote management server” and “transaction server,”
10 making it unclear what is required to infringe. Independent claim 13 also recites both an apparatus,
11 such as “a non-transitory computer readable medium,” and method steps directed to sending
12 information between a “transaction server” and a “remote management server.”

13 173. Samsung is entitled to a judgment from this Court that the asserted claims of the ’259
14 Patent are invalid for failure to meet the conditions of patentability and/or otherwise comply with one
15 or more of 35 U.S.C. §§ 101, 102, 103, and 112.

16 COUNT XV

17 (Declaratory Judgment of Invalidity of U.S. Patent No. 10,565,575)

18 174. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
19 as if fully set forth herein.

20 175. As a result of at least the allegations contained in Samsung’s Complaint and Blaze’s
21 Counterclaims (*e.g.*, ¶¶ 5–329), an actual and justiciable controversy exists between Samsung and
22 Blaze concerning the validity of the ’575 Patent.

23 176. The ’575 Patent is invalid for failure to meet the conditions of patentability and/or
24 otherwise comply with one or more of 35 U.S.C. §§ 101, 102, 103, and 112.

25 177. The ’575 Patent is invalid under 35 U.S.C. § 101 for failing to claim patent-eligible
26 subject matter. For example, the ’575 Patent claims are directed to the abstract idea of transmitting
27 payment identification information for a point-of-sale transaction. Further, the claims do not recite
28 any “inventive concepts” that would transform the claims into patentable subject matter.

1 178. The '575 Patent is invalid as anticipated and/or obvious under 35 U.S.C. §§ 102, 103
2 because the prior art discloses and/or renders obvious to one of ordinary skill in the art the limitations
3 of the claims of the '575 Patent, at least as those claims are being asserted by Blaze. For example, the
4 prior art includes: (a) U.S. Patent No. 8,700,729 ("Dua"), which is prior art under at least pre-AIA
5 102(b); (b) U.S. App. Pub. 2006/0224901 ("Lowe"), which is prior art under at least pre-AIA § 102(b);
6 (c) International Pat. Pub. WO 2006/111782 ("MIKKO"), which is prior art under at least pre-AIA
7 §102(b); (d) U.S. Pat. 7,775,442 ("Saarisalo"), which is prior art under at least pre-AIA §102(e); (e)
8 U.S. Patent No. 7,059,531 ("Beenau"); (f) U.S. Patent No. 7,239,226 ("Berardi"); (g) U.S. Patent No.
9 8,412,623 ("Moon"); and (h) International Standard ISO/IEC 18092:2004(E) ("2004 NFC Standard").

10 179. The USPTO has found that certain prior art references raise a substantial new question
11 of patentability as to the '575 Patent claims, and ordered *ex parte* reexamination on February 15, 2023.
12 *See* Dkt. 103-12.

13 180. The '575 Patent is invalid under 35 U.S.C. § 112 at least because the specification does
14 not contain sufficient written description support for and/or does not enable certain limitations in each
15 of the independent claims of the '575 Patent. Further, the claims are indefinite, at least because they
16 impermissibly recite both an apparatus and a method for using that apparatus, which makes it unclear
17 whether the claims are infringed by creating the apparatus or when a user actually uses the apparatus.
18 For example, independent claim 14 is directed to "[a] mobile device," but recites method steps
19 performed by a different device, including "an NFC terminal," "a remote management server," and a
20 "transaction server," making it unclear what is required to infringe.

21 181. Samsung is entitled to a judgment from this Court that the asserted claims of the '575
22 Patent are invalid for failure to meet the conditions of patentability and/or otherwise comply with one
23 or more of 35 U.S.C. §§ 101, 102, 103, and 112.

24
25 **COUNT XVI**

26 **(Declaratory Judgment of Invalidity of U.S. Patent No. 10,825,007)**

27 182. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
28 as if fully set forth herein.

1 183. As a result of at least the allegations contained in Samsung’s Complaint and Blaze’s
2 Counterclaims (*e.g.*, ¶¶ 5–329), an actual and justiciable controversy exists between Samsung and
3 Blaze concerning the validity of the ’007 Patent.

4 184. The ’007 Patent is invalid for failure to meet the conditions of patentability and/or
5 otherwise comply with one or more of 35 U.S.C. §§ 101, 102, 103, and 112.

6 185. The ’007 Patent is invalid under 35 U.S.C. § 101 for failing to claim patent-eligible
7 subject matter. For example, the claims of the ’007 Patent are directed to the abstract idea of
8 performing a transaction on a computer and authenticating a user associated with the user’s input login
9 information. Further, the claims do not recite any “inventive concepts” that would transform the
10 claims into patentable subject matter.

11 186. The ’007 Patent is invalid as anticipated and/or obvious under 35 U.S.C. §§ 102, 103
12 because the prior art discloses and/or renders obvious to one of ordinary skill in the art the limitations
13 of the claims of the ’007 Patent, at least as those claims are being asserted by Blaze. For example, the
14 prior art includes: (a) U.S. App. Pub. 2004/0243517 (“Hansen”), which is prior art under at least pre-
15 AIA § 102 (a) or (e); (b) U.S. App. Pub. 2007/0203792 (“Rao”), which is prior art under at least pre-
16 AIA § 102(a); (c) U.S. App. Pub. 2003/0200108 (“Malnoe”), which is prior art under at least pre-AIA
17 § 102 (a) or (e); (d) U.S. Pat. 6,587,835 (“Treyz”), which is prior art under at least pre-AIA 102(a);
18 (e) U.S. App. Pub. 2008/0040233 (“Wildman”), which is prior art under at least pre-AIA 102(e); and
19 (f) the Immtec / meWallet system, which was publicly available by November 2007, and is prior art
20 under at least pre-AIA § 102(a); (g) U.S. Patent App. Pub. 2006/0008256 (“Khedouri”); (h) U.S. Patent
21 App. Pub. 2005/0202385 (“Coward”); (i) U.S. Patent App. Pub. 2004/0230489 (“Goldthwaite”); (j)
22 U.S. Patent App. Pub. 2004/0107136 (“Nemirofsky”); (k) U.S. Patent App. Pub. 2006/0229998
23 (“Harrison”); (m) JP2001256195 (“Go”); (n) U.S. Patent App. Pub. 2004/0267611 (“Hoerenz”); (o)
24 U.S. Patent App. Pub. 2003/0069812 (“Yuen”); (p) U.S. Patent 6,466,203 (“Van Ee”).

25 187. The USPTO has found that certain prior art references raise a substantial new question
26 of patentability as to the ’007 Patent claims, and ordered *ex parte* reexamination on February 15, 2023.
27 *See* Dkt. 103-4.

1 188. The '007 Patent is invalid under 35 U.S.C. § 112 at least because the specification does
 2 not contain sufficient written description support for and/or does not enable certain limitations in each
 3 of the independent claims of the '007 Patent. For example, the independent claims require a “non-
 4 browser based application” and “transaction server,” but the patent’s specification provides no
 5 discussion of the “non-browser based application” or “transaction server” that would demonstrate to
 6 a POSITA that the inventors were in possession of a “non-browser based application” or “transaction
 7 server.”

8 189. Further, the claims are indefinite, at least because they impermissibly recite both an
 9 apparatus and a method for using that apparatus, which makes it unclear whether the claims are
 10 infringed by creating the apparatus or when a user actually uses the apparatus. For example,
 11 independent claim 2 requires “[a] transaction server for processing a transaction,” but recites method
 12 steps performed by a different device, including a mobile device and “remote management server,”
 13 making it unclear what is required to infringe. Independent claim 3 also recites both an apparatus,
 14 such as “a non-transitory computer readable medium,” and method steps directed to sending
 15 information from a “remote management server.”

16 190. Samsung is entitled to a judgment from this Court that the asserted claims of the '007
 17 Patent are invalid for failure to meet the conditions of patentability and/or otherwise comply with one
 18 or more of 35 U.S.C. §§ 101, 102, 103, and 112.

COUNT XVII

(Trade Secret Misappropriation Under 18 U.S.C. §1836 et seq. Against Blaze)

21 191. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
 22 as though fully set forth herein.

23 192. Samsung is the owner of valuable trade secrets relating to Samsung’s patent strategy
 24 and patent licenses, including the terms of Samsung’s patent licenses, Samsung’s approach to
 25 formulating positions, internal valuations, and monetary offers in patent licensing negotiations, and
 26 Samsung’s strategic priorities and sensitivities in commercial and technological issues as it relates to
 27 patent licensing, including for the at-issue technology and products. These trade secrets are related to
 28

1 the at-issue products that are used in interstate commerce and have substantial economic value,
2 including by allowing Samsung to develop and market these products, while negotiating patent
3 licenses covering related technologies on commercially acceptable terms.

4 193. By way of example, Samsung Pay, Samsung Ads, and Samsung Galaxy Store are used
5 on Samsung mobile products including Samsung's Galaxy mobile phones and tablets that are marketed
6 and sold throughout the United States.

7
8 194. Dr. Ahn and Mr. Cho had access to Samsung's trade secrets in the course of serving as
9 leaders and in-house counsel for Samsung, including for Samsung Electronics Co., Ltd. and Samsung
10 Electronics America, Inc. This access was gained under a duty of confidentiality, including under
11 contractual confidentiality agreements between Samsung and Dr. Ahn and Mr. Cho and their duties of
12 confidentiality as lawyers to their client Samsung.

13
14 195. Upon information and belief, Blaze has used and has been using Samsung's trade
15 secrets against Samsung by having participated with and/or having designated Synergy, Dr. Ahn, and
16 Mr. Cho to engage in efforts to strategically prosecute patents in ways that Synergy threatened would
17 purportedly cover Samsung products and extract patent licensing payments from Samsung, and
18 awarding licensing consideration to Synergy in connection with such efforts. Blaze was aware of—
19 and was presumably motivated by its knowledge of—Dr. Ahn's and Mr. Cho's former roles as high
20 ranking leaders and attorneys at Samsung and knowledge of Samsung's trade secrets that were
21 obtained under a duty of confidentiality in connection with those roles.

22
23 196. Blaze willfully and maliciously misappropriated Samsung's trade secrets via Dr. Ahn
24 and Mr. Cho switching sides and deliberately seeking to use Samsung's highly sensitive information
25 and strategies against Samsung as a tool to prosecute Blaze's patents in ways that Synergy threatened
26 would strategically cover Samsung products and extract undue patent licensing payments from
27 Samsung.

1 197. Samsung has taken reasonable steps to maintain the secrecy of its trade secrets,
2 including by restricting access to this information, requiring personnel to sign confidentiality
3 agreements, and placing this information under protective order protection when portions of it are
4 produced in litigation. Samsung also relied on the law and ethical rules requiring its attorneys to
5 maintain its confidential information.
6

7 198. Samsung has been harmed by the trade secret misappropriation of Blaze, and stands to
8 suffer future harm as well. Further, Blaze has been unjustly enriched through its misconduct. This
9 includes irreparable harm for which there is no adequate remedy at law.
10

11 **COUNT XVIII**

12 **(Trade Secret Misappropriation in Violation of the California Uniform Trade Secrets**
13 **Act, California Civil Code § 3426, et seq. Against Blaze)**

14 199. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
15 as though fully set forth herein.

16 200. Samsung is the owner of valuable trade secrets as defined in California's Uniform
17 Trade Secrets Act, California Civil Code § 2436, *et. seq.* relating to Samsung's patent strategy and
18 patent licenses, including the terms of Samsung's patent licenses, Samsung's approach to formulating
19 positions, internal valuations, and monetary offers in patent licensing negotiations, and Samsung's
20 strategic priorities and sensitivities in commercial and technological issues as it relates to patent
21 licensing, including for the at-issue technology and products. These trade secrets are related to the at-
22 issue products and have substantial economic value, including by allowing Samsung to develop and
23 market these products, while negotiating patent licenses covering related technologies on
24 commercially acceptable terms.

25 201. Dr. Ahn and Mr. Cho had access to Samsung's trade secrets in the course of serving as
26 leaders and in-house counsel for Samsung, including for Samsung Electronics Co., Ltd. and Samsung
27 Electronics America, Inc. This access was gained under a duty of confidentiality, including under
28

1 contractual confidentiality agreements between Samsung and Dr. Ahn and Mr. Cho and their duties of
2 confidentiality as lawyers to their client Samsung.

3 202. Upon information and belief, Blaze has used and has been using Samsung's trade
4 secrets against Samsung by having participated with and/or having designated Synergy, Dr. Ahn, and
5 Mr. Cho to engage in efforts to strategically prosecute patents in ways that Synergy threatened would
6 purportedly cover Samsung products and extract patent licensing payments from Samsung, and
7 awarding licensing consideration to Synergy in connection with such efforts. Blaze was aware of—
8 and was presumably motivated by its knowledge of—Dr. Ahn's and Mr. Cho's former roles as high
9 ranking leaders and attorneys at Samsung and knowledge of Samsung's trade secrets that were
10 obtained under a duty of confidentiality in connection with those roles.

11
12 203. Blaze willfully and maliciously misappropriated Samsung's trade secrets via Dr. Ahn
13 and Mr. Cho switching sides and deliberately seeking to use Samsung's highly sensitive information
14 and strategies against Samsung as a tool to prosecute Blaze's patents in ways that Synergy threatened
15 would purportedly cover Samsung products and extract undue patent licensing payments from
16 Samsung.

17
18 204. Samsung has taken reasonable steps to maintain the secrecy of its trade secrets,
19 including by restricting access to this information, requiring personnel to sign confidentiality
20 agreements, and placing this information under protective order protection when portions of it are
21 produced in litigation. Samsung also relied on the law and ethical rules requiring its attorneys to
22 maintain its confidential information.

23
24 205. Samsung has been harmed by the trade secret misappropriation of Blaze, and stands to
25 suffer future harm as well. Further, Blaze has been unjustly enriched through its misconduct. This
26 includes irreparable harm for which there is no adequate remedy at law.

COUNT XIX

(Knowingly Participating in, or Aiding and Abetting, Breach of Fiduciary Duty Against Blaze and Ms. Fisher)

1
2
3 206. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
4 as though fully set forth herein.

5 207. Dr. Ahn and Mr. Cho have a fiduciary duty to Samsung to avoid misuse and disclosure
6 of Samsung's confidential information that was shared with them while they served as leaders and in-
7 house counsel of Samsung. This includes serving as attorneys on behalf of Samsung Electronics
8 America, Inc. and therefore having a fiduciary duty of confidentiality to Samsung Electronics
9 America, Inc.
10

11 208. In connection with their fiduciary relationship with Samsung, Dr. Ahn and Mr. Cho
12 received access to confidential information of Samsung relating to the terms of Samsung's patent
13 licenses, Samsung's approach to formulating positions, valuations, and monetary offers in patent
14 licensing negotiations, and Samsung's strategic priorities and sensitivities in commercial and
15 technological issues as it relates to patent licensing. Ahn and Cho have a fiduciary duty to avoid
16 misuse and disclosure of this information.
17

18 209. In breach of their fiduciary duty, Dr. Ahn and Mr. Cho subsequently used Samsung's
19 confidential information against Samsung and/or disclosed the confidential information to Blaze and
20 Ms. Fisher in connection with their representation of Blaze and undertaking and participating in
21 improper patent prosecution efforts to purportedly cover Samsung products and efforts to extract
22 undue licensing payments from Samsung. Dr. Ahn and Mr. Cho necessarily used their knowledge of
23 Samsung's confidential information given their prior positions at Samsung. At the time that Dr. Ahn
24 and Mr. Cho engaged in misuse of Samsung's confidential information, they were aware of the
25 circumstances under which this confidential information was obtained and the fiduciary duty of
26
27
28

1 confidentiality arising from such circumstances. Upon information and belief, Dr. Ahn and Mr. Cho
2 knowingly breached their fiduciary duty to Samsung.

3 210. As former attorneys of Samsung, Dr. Ahn and Mr. Cho further have a fiduciary duty
4 prohibiting them from representing or participating on behalf of anyone in any matter that is materially
5 adverse to the interests of Samsung if the matter is substantially related to matters for which they
6 previously represented Samsung. While working for Samsung, Ahn and Cho represented both SEA
7 and SEC on intellectual property matters related to the asserted patents and accused products. In fact,
8 Dr. Ahn was personally involved in the negotiations regarding the Blaze Patents-in-Suit while he was
9 still at Samsung, even flying to the United States and attending face-to-face discussions with Ms.
10 Fisher. Further, as the senior lawyer responsible for Samsung's patent licensing and litigation, Dr.
11 Ahn was ultimately responsible for the ongoing negotiations regarding Blaze's portfolio during his
12 employment and would receive reports on the negotiations. Mr. Cho was likewise involved in work
13 on behalf of Samsung relating to such licensing solicitations, including receiving reports discussing
14 the ongoing negotiations and internal strategies. In violation of their fiduciary duty, Dr. Ahn and Mr.
15 Cho represented and advised Blaze and Ms. Fisher on strategy and substance for asserting Blaze
16 patents against Samsung and negotiating against Samsung. In violation of their fiduciary duty, Dr.
17 Ahn and Mr. Cho assisted Blaze and Ms. Fisher prosecute patents to purportedly cover Samsung
18 products. Samsung has not consented to this.

19 211. Upon information and belief, Blaze and Ms. Fisher knowingly participated in,
20 encouraged, and induced the breach of fiduciary duty of Dr. Ahn and Mr. Cho, discussed above, by
21 coordinating with Dr. Ahn, Mr. Cho, and Synergy to engage in patent prosecution efforts and efforts
22 to extract patent licensing payments from Samsung, by leveraging Samsung's confidential information
23 and its own former in-house attorneys as tools against Samsung, and by awarding potential licensing
24 consideration to Synergy in connection with such efforts. Blaze and Ms. Fisher were aware of—and
25
26
27
28

1 presumably motivated by their knowledge of—Dr. Ahn’s and Mr. Cho’s former roles at Samsung and
2 knowledge of Samsung’s confidential information that was obtained under a fiduciary duty of
3 confidentiality in connection with those roles. Blaze and Ms. Fisher knowingly participated in the
4 breach, including by entering into an agreement with Synergy that was a tool for the breach.
5

6 212. Samsung has been harmed by the conduct of Blaze and Ms. Fisher in knowingly
7 participating in, or aiding and abetting, a breach of fiduciary duty, and stands to suffer future harm as
8 well. This includes irreparable harm for which there is no adequate remedy at law.

9
10 **COUNT XX**

11 **(Violation of California Bus. & Prof. Code § 17200 Against Blaze and Ms. Fisher)**

12 213. Samsung incorporates by reference the allegations in Paragraphs 1 through 66 above
13 as though fully set forth herein.

14 214. Blaze and Ms. Fisher engaged in unlawful, unfair, and/or fraudulent business acts and
15 practices. Such acts and practices include, but are not limited to, inducing Dr. Ahn to switch sides as
16 a former Samsung lawyer in breach of his fiduciary duties to Samsung, and using Dr. Ahn to advise
17 Blaze and Ms. Fisher adverse to Samsung on matters that were the same as and substantially related
18 to matters on which Dr. Ahn had previously represented Samsung. Blaze and Ms. Fisher also
19 misrepresented the scope of Dr. Ahn’s and Synergy’s role with Blaze, especially with respect to patent
20 prosecution. Blaze and Ms. Fisher engaged in this conduct in furtherance of their patent licensing
21 business.

22 215. Samsung has been harmed as a result of Blaze’s and Ms. Fisher’s unlawful, unfair,
23 and/or fraudulent business acts and practices, and stands to suffer future harm as well. This includes
24 irreparable harm for which there is no adequate remedy at law. Additionally, Samsung incurred
25 significant financial losses as a result of having to investigate Blaze’s and Ms. Fisher’s misconduct
26 and attempting to minimize the resulting harm.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Samsung prays for the following judgment and relief:

1 A. A declaration that Samsung has not infringed, and does not infringe, either directly or
2 indirectly, any valid and enforceable claim of the Patents-in-Suit, either literally or under the doctrine
3 of equivalents;

4 B. A declaration that the claims of the Patents-in-Suit are invalid for failure to comply
5 with the requirements of Title 35, United States Code, including at least §§ 101, 102, 103, and/or 112;

6 C. An injunction against Blaze and its officers, agents, servants, employees, and those
7 persons in active concert or participation with them who receive actual notice of this judgment from
8 directly or indirectly asserting infringement or instituting any action for infringement of the Patents-
9 in-Suit against Samsung or any of its customers or suppliers;

10 D. An injunction against Michelle Fisher from directly or indirectly asserting infringement
11 or instituting any action for infringement of the Patents-in-Suit against Samsung or any of its
12 customers or suppliers;

13 E. That Blaze misappropriated trade secrets of Samsung under 18 U.S.C. §1836, *et seq.*;

14 F. That Blaze misappropriated trade secrets of Samsung under California Civil Code §
15 3426, *et seq.*;

16 G. That Blaze violated California Bus. & Prof. Code § 17200;

17 H. That Blaze and Ms. Fisher knowingly participated in, or aided and abetted, Dr. Ahn's
18 and Mr. Cho's breach of fiduciary duty to Samsung;

19 I. Awarding to Samsung of compensatory damages from Blaze and Ms. Fisher in an
20 amount to be determined at trial;

21 J. Awarding to Samsung of disgorgement of the unjust enrichment of Blaze and Ms.
22 Fisher, in an amount to be determined at trial;

23 K. Awarding to Samsung punitive damages, in an amount to be determined at trial,
24 including pursuant to 18 U.S.C. §1836 *et seq.* and pursuant to state law;

25 L. Enjoining Blaze and Ms. Fisher from further misappropriation of Samsung's trade
26 secrets and conduct regarding breach of Ahn's and Cho's fiduciary duty;

1 M. An order declaring that Samsung is the prevailing party and that this case is an
2 exceptional case under 35 U.S.C. § 285, and awarding Samsung its costs, expenses, and reasonable
3 attorneys' fees under 35 U.S.C. § 285 and all other applicable statutes, rules and common law,
4 including this Court's inherent authority; and
5

6 E. Any other equitable and/or legal relief that this Court may deem just and proper.

7 **JURY TRIAL DEMAND**

8 Pursuant to Federal Rule of Civil Procedure 38, Samsung hereby demands a trial by jury on
9 all issues and claims so triable.
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1 DATED: September 15, 2023

Respectfully submitted,

2 */s/ Nikhil Krishnan*

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