

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

FREEDOM PATENTS LLC,

Plaintiff,

v.

T-MOBILE USA, INC. and T-MOBILE
US, INC.,

Defendants.

CIVIL ACTION NO. 4:24-cv-543

ORIGINAL COMPLAINT FOR
PATENT INFRINGEMENT

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Freedom Patents LLC (“Freedom Patents” or “Plaintiff”) files this original complaint against Defendants T-Mobile USA, Inc. and T-Mobile US, Inc. (collectively, “T-Mobile” or “Defendants”), alleging, based on its own knowledge as to itself and its own actions and based on information and belief as to all other matters, as follows:

PARTIES

1. Freedom Patents is a limited liability company formed under the laws of the State of Texas, with its principal place of business at 2325 Oak Alley, Tyler, Texas, 75703.

2. Defendant T-Mobile USA, Inc. (“T-Mobile USA”) is a corporation duly organized and existing under the laws of the State of Delaware. It has a place of business at 3560 Dallas Parkway, Frisco, Texas 75034. T-Mobile USA may be served with process through its registered agent, Corporation Service Company d/b/a CSC - Lawyers Incorporating Service Company at 211 E. 7th Street, Suite 620 Austin, TX 78701.

3. T-Mobile USA—together with its subsidiaries and affiliates—is one of the nation’s largest providers of wireless communication services. It describes itself as “the fastest-growing internet provider in the country.”¹

4. Defendant T-Mobile US, Inc. (“T-Mobile US”) is a corporation duly organized and existing under the laws of the State of Delaware. T-Mobile US may be served with process through its registered agent, Corporation Service Company d/b/a CSC - Lawyers Incorporating Service Company at 211 E. 7th Street, Suite 620 Austin, TX 78701.

5. T-Mobile US, Inc. is the wholly owned parent company of T-Mobile USA, Inc. and describes itself as a holding company for T-Mobile’s United States operations, which was formed after the merger between MetroPCS and T-Mobile USA in 2013.

6. Defendants T-Mobile USA and T-Mobile US (collectively, “T-Mobile”) are part of an interrelated group of companies which together, with their affiliates, comprise one of the largest networking providers in the United States, including under the “T-Mobile” brands.

7. The T-Mobile defendants named above and their affiliates are part of the same corporate structure and distribution chain for the making, importing, offering to sell, selling, and using of the accused devices in the United States, including in the State of Texas generally and this judicial district in particular.

8. The T-Mobile defendants named above and their affiliates share the same management, common ownership, advertising platforms, facilities, distribution chains and platforms, and accused product lines and products involving related technologies.

¹ https://s29.q4cdn.com/310188824/files/doc_financials/2023/ar/TMUS-2023-Annual-Report.pdf

9. The T-Mobile defendants named above and their affiliates regularly contract with customers regarding products made for or on behalf of those customers.

10. Thus, the T-Mobile defendants named above and their affiliates operate as a unitary business venture and are jointly and severally liable for the acts of patent infringement alleged herein.

11. The parties to this action are properly joined under 35 U.S.C. § 299 because the right to relief asserted against Defendants jointly and severally arises out of the same series of transactions or occurrences relating to the making and using of the same products or processes, bearing at least the T-Mobile brand or that are otherwise made for use with services provided by T-Mobile. Additionally, questions of fact common to all defendants will arise in this action.

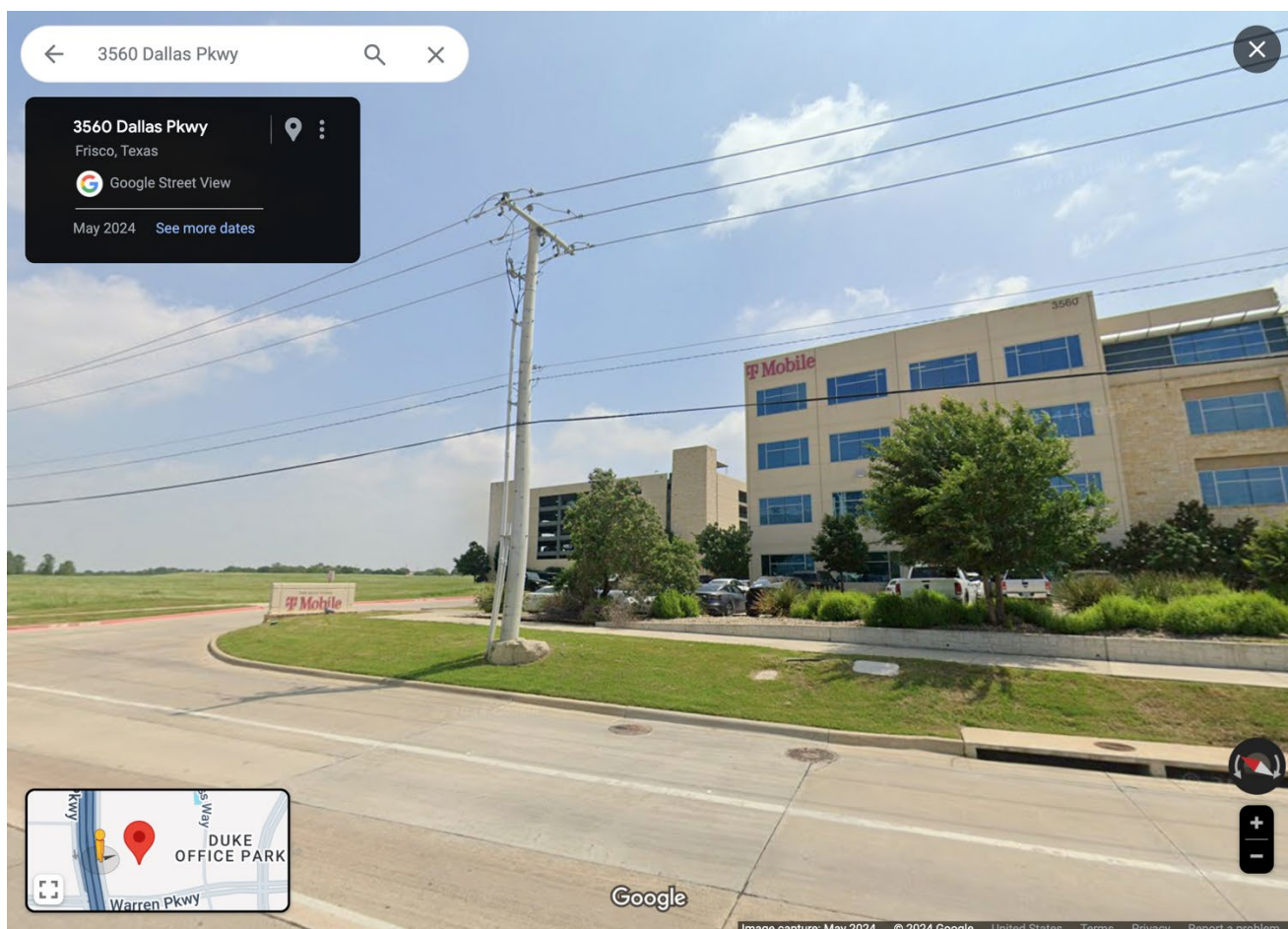
JURISDICTION AND VENUE

12. This is an action for infringement of United States patents arising under 35 U.S.C. §§ 271, 281, and 284–85, among others. This Court has subject matter jurisdiction of the action under 28 U.S.C. § 1331 and § 1338(a).

13. This Court has personal jurisdiction over T-Mobile pursuant to due process and/or the Texas Long Arm Statute because, *inter alia*, (i) T-Mobile has done and continues to do business in Texas; and/or (ii) T-Mobile has committed and continues to commit acts of patent infringement in the State of Texas, including making, using, offering to sell, and/or selling accused products in Texas, and/or importing accused products into Texas, including by Internet sales and sales via retail and wholesale stores, inducing others to commit acts of patent infringement in Texas, and/or committing a least a portion of any other infringements alleged herein; and/or (iii) T-Mobile is registered to do business in Texas.

14. Venue is proper in this district pursuant to 28 U.S.C. § 1400(b). Venue is further proper because T-Mobile has committed and continues to commit acts of patent infringement in

this district, including making, using, offering to sell, and/or selling accused products in this district, and/or importing accused products into this district, including by Internet sales and sales via retail and wholesale stores, inducing others to commit acts of patent infringement in Texas, and/or committing at least a portion of any other infringements alleged herein in this district. T-Mobile has regular and established places of business in this district, including at least at 3560 Dallas Parkway, Frisco, Texas 75034. In addition, T-Mobile has numerous retail stores located in this district.



Source: <https://www.google.com/maps/@33.1079839,-96.8230804,3a,75y,59.71h,100.51t/data=!3m6!1e1!3m4!1s7U9Vah3oTwwR7LWwxq546g!2e0!7i16384!8i8192?coh=205409&entry=ttu>

BACKGROUND

15. The patents-in-suit generally relate to improvements in wireless communication technology that allow users to communicate over a wireless network. In particular, the patents are directed to methods and systems for selecting antennas in multiple-input, multiple-output (MIMO) wireless networks.

16. The technology of the patents-in-suit was developed by engineers at the Mitsubishi Electric Research Laboratories (MERL), which is the North American arm of Mitsubishi Electric. MERL was founded in 1991 in Cambridge, Massachusetts, and has been known for its focus on innovation and long-range research.² From its beginning, MERL was focused on pioneering new technologies in various industries, including computer graphics, digital communication, medical imaging, transportation etc.³ In the early 2000s, for example, “MERL focused on standardization and developments of new emerging technologies,” such as “antenna selection, channel equalization, efficient channel state estimation, and Orthogonal Frequency Division Multiplexing (OFDM).”⁴

17. The inventions disclosed in the patents-in-suit have been cited during patent prosecution multiple times by electronics companies, including Apple, Broadcom, Cisco, Ericsson, Fujitsu, Hewlett Packard, Hitachi, Huawei, Intel, Kyocera, LG Electronics, Marvell, MediaTek, Motorola Mobility, Nokia, NTT Docomo, Panasonic, Philips, Qualcomm, Siemens, Samsung, Sharp, Sony, Toshiba, and ZTE.

² See <https://www.merl.com/company/history>.

³ See <https://www.merl.com/public/MERL-30Years.pdf>.

⁴ *Id.* at 22.

COUNT I

DIRECT INFRINGEMENT OF U.S. PATENT NO. 8,284,686

18. On October 9, 2012, United States Patent No. 8,284,686 (“the ’686 Patent”) was duly and legally issued by the United States Patent and Trademark Office for an invention entitled “Antenna/Beam Selection Training in MIMO Wireless LANS with Different Sounding Frames.”

19. Freedom Patents is the owner of the ’686 Patent, with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the ’686 Patent against infringers, and to collect damages for all relevant times.

20. T-Mobile made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems including, for example, T-Mobile 5G Gateway (G4AR & G4SE), and other products⁵ that comply with the IEEE 802.11ax-2021 standard and implement MIMO Wi-Fi capabilities (“accused products”).

⁵ See, e.g., MiFi® X PRO 5G, Sagemcom Fast 5688W, 5G Gateway (G4AR & G4SE), and Arcadyan KVD21, etc.

Meet your T-Mobile 5G Gateway (G4AR & G4SE)

For more gateway steps, such as instructions on how to install your SIM or reset your gateway, check out our Tutorials.

T-Mobile 5G Gateway (G4AR & G4SE) Tutorials



Source: <https://www.t-mobile.com/support/home-internet/5g-gateway-g4ar>

Wi-Fi connectivity

11ax 4x4 2.4G
11ax 4x4 5G
Seamless roaming

Source: <https://www.t-mobile.com/support/home-internet/5g-gateway-g4ar>

21. By doing so, T-Mobile has directly infringed (literally and/or under the doctrine of equivalents) at least Claims 1 and 21 of the '686 Patent. *See* Exhibit A. T-Mobile's infringement in this regard is ongoing.

22. The T-Mobile 5G Gateway (G4AR & G4SE) is an exemplary accused product.

23. T-Mobile directly infringes the '686 Patent when, for example, it and/or its agents use the accused products, including during testing of the accused products. T-Mobile also directly infringes the '686 Patent when the accused products are used after purchase by a customer or end user. For example, the accused products are built with hardware and/or

software components that control the operation of the accused products. These components cause the accused products to perform the steps of the claimed invention after, for example, receiving sounding packets. T-Mobile also directly infringes the '686 Patent by exercising direction or control over the use of the accused products by others, including its affiliates, its subsidiaries, its business partners (including certification and testing organizations), and/or its customers and end-users. T-Mobile contracts with, advises, and/or encourages such persons to engage in conduct satisfying one or more elements of the asserted claims, deriving a financial or other benefit (e.g., improved wireless communications) from doing so. T-Mobile conditions these benefits on, for example, such persons performing certain activities involving the accused products during specified conditions that cause the accused products to perform the steps of the claimed method (e.g., after receiving sounding packets).

24. T-Mobile has had knowledge of the '686 Patent at least as of the date when it was notified of the filing of this action.

25. Freedom Patents has been damaged as a result of the infringing conduct by T-Mobile alleged above. Thus, T-Mobile is liable to Freedom Patents in an amount that adequately compensates it for such infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

26. Freedom Patents has neither made nor sold unmarked articles that practice the '686 Patent, and is entitled to collect pre-filing damages for the full period allowed by law for infringement of the '686 Patent.

COUNT II

DIRECT INFRINGEMENT OF U.S. PATENT NO. 8,374,096

27. On February 12, 2013, United States Patent No. 8,374,096 (“the ’096 Patent”) was duly and legally issued by the United States Patent and Trademark Office for an invention entitled “Method for Selecting Antennas and Beams in MIMO Wireless LANs.”

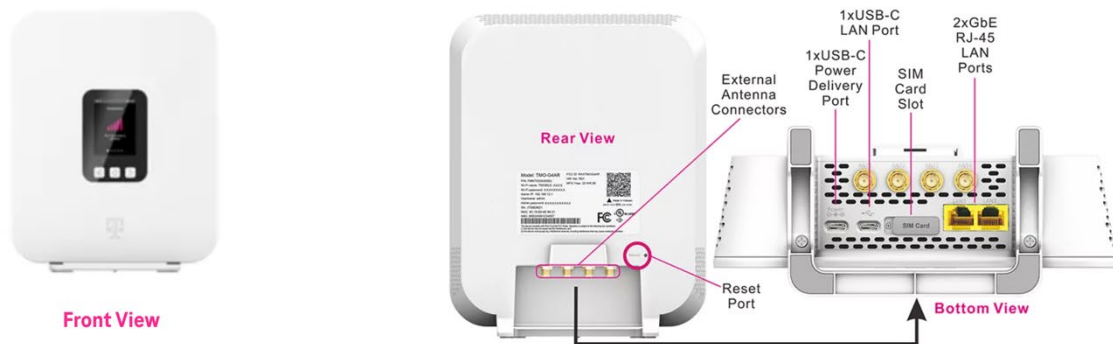
28. Freedom Patents is the owner of the ’096 Patent, with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the ’096 Patent against infringers, and to collect damages for all relevant times.

29. T-Mobile used products and/or systems including, for example, its T-Mobile 5G Gateway (G4AR & G4SE), and other products⁶ that comply with the IEEE 802.11ax-2021 standard and implement MIMO Wi-Fi capabilities (“accused products”).

Meet your T-Mobile 5G Gateway (G4AR & G4SE)

For more gateway steps, such as instructions on how to install your SIM or reset your gateway, check out our Tutorials.

T-Mobile 5G Gateway (G4AR & G4SE) Tutorials



⁶ See, e.g., MiFi® X PRO 5G, Sagemcom Fast 5688W, 5G Gateway (G4AR & G4SE), and Arcadyan KVD21, etc.

Source: <https://www.t-mobile.com/support/home-internet/5g-gateway-g4ar>

Wi-Fi connectivity	11ax 4x4 2.4G 11ax 4x4 5G Seamless roaming
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Source: <https://www.t-mobile.com/support/home-internet/5g-gateway-g4ar>

30. By doing so, T-Mobile has directly infringed (literally and/or under the doctrine of equivalents) at least Claim 1 of the '096 Patent. *See* Exhibit B. T-Mobile's infringement in this regard is ongoing.

31. The T-Mobile 5G Gateway (G4AR & G4SE) is an exemplary accused product.

32. T-Mobile directly infringes the '096 Patent when, for example, it and/or its agents use the accused products, including during testing of the accused products. T-Mobile also directly infringes the '096 Patent when the accused products are used after purchase by a customer or end user. For example, the accused products are built with hardware and/or software components that control the operation of the accused products. These components cause the accused products to perform the steps of the claimed invention after, for example, receiving sounding packets. T-Mobile also directly infringes the '096 Patent by exercising direction or control over the use of the accused products by others, including its affiliates, its subsidiaries, its business partners (including certification and testing organizations), and/or its customers and end-users. T-Mobile contracts with, advises, and/or encourages such persons to engage in conduct satisfying one or more elements of the asserted claims, deriving a financial or other benefit (e.g., improved wireless communications) from doing so. T-Mobile conditions these benefits on, for example, such persons performing certain activities involving the accused

products during specified conditions that cause the accused products to perform the steps of the claimed method (e.g., after receiving sounding packets).

33. T-Mobile has had knowledge of the '096 Patent at least as of the date when it was notified of the filing of this action.

34. Freedom Patents has been damaged as a result of the infringing conduct by T-Mobile alleged above. Thus, T-Mobile is liable to Freedom Patents in an amount that adequately compensates it for such infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

35. Freedom Patents has neither made nor sold unmarked articles that practice the '096 Patent, and is entitled to collect pre-filing damages for the full period allowed by law for infringement of the '096 Patent.

COUNT III

DIRECT INFRINGEMENT OF U.S. PATENT NO. 8,514,815

36. On August 20, 2013, United States Patent No. 8,514,815 (“the '815 Patent”) was duly and legally issued by the United States Patent and Trademark Office for an invention entitled “Training Signals for Selecting Antennas and Beams in MIMO Wireless LANs.”

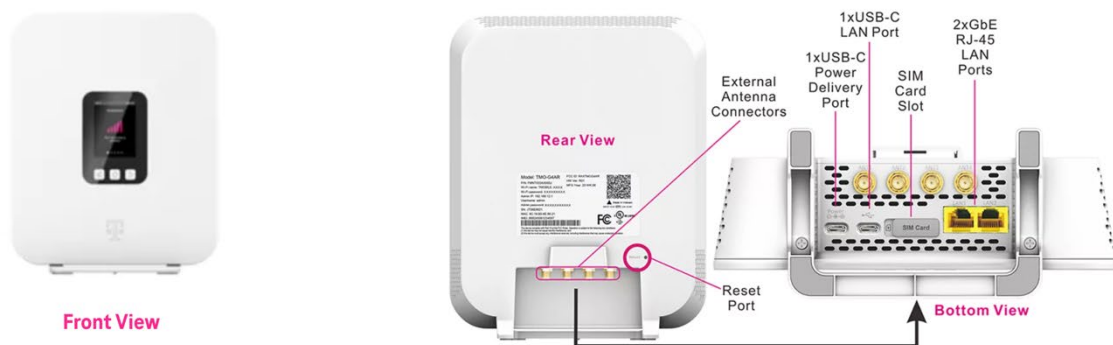
37. Freedom Patents is the owner of the '815 Patent, with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the '815 Patent against infringers, and to collect damages for all relevant times.

38. T-Mobile used products and/or systems including, for example, its T-Mobile 5G Gateway (G4AR & G4SE), and other products⁷ that comply with the IEEE 802.11ax-2021 standard and implement MIMO Wi-Fi capabilities (“accused products”).

Meet your T-Mobile 5G Gateway (G4AR & G4SE)

For more gateway steps, such as instructions on how to install your SIM or reset your gateway, check out our Tutorials.

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Source: <https://www.t-mobile.com/support/home-internet/5g-gateway-g4ar>

Wi-Fi connectivity

11ax 4x4 2.4G
11ax 4x4 5G
Seamless roaming

Source: <https://www.t-mobile.com/support/home-internet/5g-gateway-g4ar>

39. By doing so, T-Mobile has directly infringed (literally and/or under the doctrine of equivalents) at least Claim 1 of the '815 Patent. *See* Exhibit C. T-Mobile’s infringement in this regard is ongoing.

⁷ *See, e.g.*, MiFi® X PRO 5G, Sagemcom Fast 5688W, 5G Gateway (G4AR & G4SE), and Arcadyan KVD21, etc.

40. The T-Mobile 5G Gateway (G4AR & G4SE) is an exemplary accused product.

41. T-Mobile directly infringes the '815 Patent when, for example, it and/or its agents use the accused products, including during testing of the accused products. T-Mobile also directly infringes the '815 Patent when the accused products are used after purchase by a customer or end user. For example, the accused products are built with hardware and/or software components that control the operation of the accused products. These components cause the accused products to perform the steps of the claimed invention after, for example, receiving sounding packets. T-Mobile also directly infringes the '815 Patent by exercising direction or control over the use of the accused products by others, including its affiliates, its subsidiaries, its business partners (including certification and testing organizations), and/or its customers and end-users. T-Mobile contracts with, advises, and/or encourages such persons to engage in conduct satisfying one or more elements of the asserted claims, deriving a financial or other benefit (e.g., improved wireless communications) from doing so. T-Mobile conditions these benefits on, for example, such persons performing certain activities involving the accused products during specified conditions that cause the accused products to perform the steps of the claimed method (e.g., after receiving sounding packets).

42. T-Mobile has had knowledge of the '815 Patent at least as of the date when it was notified of the filing of this action.

43. Freedom Patents has been damaged as a result of the infringing conduct by T-Mobile alleged above. Thus, T-Mobile is liable to Freedom Patents in an amount that adequately compensates it for such infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

44. Freedom Patents has neither made nor sold unmarked articles that practice the '815 Patent, and is entitled to collect pre-filing damages for the full period allowed by law for infringement of the '815 Patent.

**ADDITIONAL ALLEGATIONS REGARDING INFRINGEMENT
AND PERSONAL JURISDICTION**

45. T-Mobile has also indirectly infringed the '686 Patent, the '096 Patent, and the '815 Patent by inducing others to directly infringe the '686 Patent, the '096 Patent, and the '815 Patent.

46. T-Mobile has induced the end users and/or T-Mobile's customers to directly infringe (literally and/or under the doctrine of equivalents) the '686 Patent, the '096 Patent, and the '815 Patent by using the accused products.

47. T-Mobile took active steps, directly and/or through contractual relationships with others, with the specific intent to cause them to use the accused products in a manner that infringes one or more claims of the '686 Patent, the '096 Patent, and the '815 Patent, including, for example, claims 1 and 21 of the '686 Patent, claim 1 of the '096 Patent, and claim 1 of the '815 Patent.

48. Such steps by T-Mobile included, among other things, advising or directing customers, end users, and others (including distributors and equipment services entities) to use the accused products in an infringing manner; advertising and promoting the use of the accused products in an infringing manner; and/or distributing instructions that guide users to use the accused products in an infringing manner.

49. T-Mobile performed these steps, which constitute joint and/or induced infringement, with the knowledge of the '686 Patent, the '096 Patent, and the '815 Patent and with the knowledge that the induced acts constitute infringement.

50. T-Mobile was and is aware that the normal and customary use of the accused products by T-Mobile's customers would infringe the '686 Patent, the '096 Patent, and the '815 Patent. T-Mobile's inducement is ongoing.

51. T-Mobile has also induced its affiliates, or third-party manufacturers, shippers, distributors, retailers, or other persons acting on its or its affiliates' behalf, to directly infringe (literally and/or under the doctrine of equivalents) at least claim 21 of the '686 Patent by importing, selling or offering to sell the accused products.

52. T-Mobile has a significant role in placing the accused products in the stream of commerce with the expectation and knowledge that they will be purchased by consumers in Texas and elsewhere in the United States.

53. T-Mobile purposefully directs or controls the making of accused products and their shipment to the United States, using established distribution channels, for sale in Texas and elsewhere within the United States.

54. T-Mobile purposefully directs or controls the sale of the accused products into established United States distribution channels, including sales to nationwide retailers and wholesalers, including, for example, T-Mobile retail stores. T-Mobile's established United States distribution channels include one or more United States based affiliates (e.g., T-Mobile USA, Inc. and T-Mobile US, Inc.) and third-parties working on behalf of T-Mobile.

55. T-Mobile purposefully directs or controls the sale of the accused products online and in nationwide retailers and wholesalers, including for sale in Texas and elsewhere in the United States, and expects and intends that the accused products will be so sold.

56. T-Mobile purposefully places the accused products—whether by itself or through subsidiaries, affiliates, or third parties—into an international supply chain, knowing that the

accused products will be sold in the United States, including Texas. Therefore, T-Mobile also facilitates the sale of the accused products in Texas.

57. T-Mobile took active steps, directly and/or through contractual relationships with others, with the specific intent to cause such persons to import, sell, or offer to sell the accused products in a manner that infringes claim 21 of the '686 Patent.

58. Such steps by T-Mobile included, among other things, making or selling the accused products outside of the United States for importation into or sale in the United States, or knowing that such importation or sale would occur; and directing, facilitating, or influencing its affiliates, or third-party manufacturers, shippers, distributors, retailers, or other persons acting on its or its affiliates' behalf, to import, sell, or offer to sell the accused products in an infringing manner.

59. T-Mobile performed these steps, which constitute induced infringement, with the knowledge of the '686 Patent, the '096 Patent, and the '815 Patent, and with the knowledge that the induced acts would constitute infringement.

60. T-Mobile performed such steps in order to profit from the eventual sale of the accused products in the United States.

61. T-Mobile's inducement is ongoing.

62. T-Mobile has also indirectly infringed by contributing to the infringement of the '686 Patent, the '096 Patent, and the '815 Patent. T-Mobile has contributed to the direct infringement of the '686 Patent, the '096 Patent, and the '815 Patent by the end user of the accused products.

63. The accused products have special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe the '686

Patent, the '096 Patent, and the '815 Patent, including, for example, claims 1 and 21 of the '686 Patent, claim 1 of the '096 Patent, and claim 1 of the '815 Patent.

64. The special features include, for example, hardware and/or software components especially adapted for transmitting/receiving sounding packets and estimating channel matrices for the selection of antennas in a multiple-input, multiple-output wireless network, used in a manner that infringes the '686 Patent, the '096 Patent, and the '815 Patent.

65. These special features constitute a material part of the invention of one or more of the claims of the '686 Patent, the '096 Patent, and the '815 Patent, and are not staple articles of commerce suitable for substantial non-infringing use.

66. T-Mobile's contributory infringement is ongoing.

67. T-Mobile has had actual knowledge of the '686 Patent, the '096 Patent, and the '815 Patent at least as of the date when it was notified of the filing of this action. Since at least that time, T-Mobile has known the scope of the claims of the '686 Patent, the '096 Patent, and the '815 Patent, the products that practice the '686 Patent, the '096 Patent, and the '815 Patent, and that Freedom Patents is the owner of the '686 Patent, the '096 Patent, and the '815 Patent.

68. By the time of trial, T-Mobile will have known and intended (since receiving such notice) that its continued actions would infringe and actively induce and contribute to the infringement of one or more claims of the '686 Patent, the '096 Patent, and the '815 Patent.

69. Furthermore, T-Mobile has a policy or practice of not reviewing the patents of others (including instructing its employees to not review the patents of others), and thus has been willfully blind of Freedom Patents' patent rights. *See, e.g.*, M. Lemley, "Ignoring Patents," 2008 Mich. St. L. Rev. 19 (2008).

70. T-Mobile's customers have infringed the '686 Patent, the '096 Patent, and the '815 Patent. T-Mobile encouraged its customers' infringement.

71. T-Mobile's direct and indirect infringement of the '686 Patent, the '096 Patent, and the '815 Patent has been, and/or continues to be willful, intentional, deliberate, and/or in conscious disregard of Freedom Patents' rights under the patents-in-suit.

72. Freedom Patents has been damaged as a result of T-Mobile's infringing conduct alleged above. Thus, T-Mobile is liable to Freedom Patents in an amount that adequately compensates it for such infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

JURY DEMAND

Freedom Patents hereby requests a trial by jury on all issues so triable by right.

PRAYER FOR RELIEF

Freedom Patents requests that the Court find in its favor and against T-Mobile, and that the Court grant Freedom Patents the following relief:

a. Judgment that one or more claims of the '686 Patent, the '096 Patent, and the '815 Patent have been infringed, either literally and/or under the doctrine of equivalents, by T-Mobile and/or all others acting in concert therewith;

b. A permanent injunction enjoining T-Mobile and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in concert therewith from infringement of the '686 Patent, the '096 Patent, and the '815 Patent; or, in the alternative, an award of a reasonable ongoing royalty for future infringement of the '686 Patent, the '096 Patent, and the '815 Patent by such entities;

c. Judgment that T-Mobile account for and pay to Freedom Patents all damages to and costs incurred by Freedom Patents because of T-Mobile's infringing activities and other

conduct complained of herein, including an award of all increased damages to which Freedom Patents is entitled under 35 U.S.C. § 284;

d. That Freedom Patents be granted pre-judgment and post-judgment interest on the damages caused by T-Mobile's infringing activities and other conduct complained of herein;

e. That this Court declare this an exceptional case and award Freedom Patents its reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and

f. That Freedom Patents be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: June 14, 2024

Respectfully submitted,

/s/ Zachariah S. Harrington

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