

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

TRUESIGHT COMMUNICATIONS LLC,	)	Case No. 2:24-cv-00031-JRG
	)	
Plaintiff,	)	<b><u>JURY TRIAL DEMANDED</u></b>
	)	
v.	)	
	)	
LENOVO GROUP LIMITED, et al.	)	
	)	
Defendants.	)	
	)	

**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Truesight Communications LLC (“Truesight” or “Plaintiff”) for its First Amended Complaint against Defendants Lenovo Group Limited, Lenovo (Shanghai) Electronics Technology Co. Ltd., Lenovo Information Products (Shenzhen) Co. Ltd., LCFC (Hefei) Electronics Technology Co. Ltd. d/b/a LC Future Center and Lenovo Compal Future Center, Lenovo Centro Tecnológico S. de R.L. de C.V., Lenovo PC HK Ltd., Lenovo (Beijing) Limited, Lenovo (Thailand) Limited, Motorola Mobile Communication Technology Ltd., and Motorola (Wuhan) Mobility Technologies Communication Company Limited (collectively “Lenovo ” or “Defendants”) for patent infringement alleges as follows:

**THE PARTIES**

1. Truesight is a limited liability company organized and existing under the laws of the State of Texas, with its principal place of business located at 209 East Austin Street, Marshall, TX 75670.

2. Defendant Lenovo Group Ltd. is a corporation organized and existing under the laws of China, with its principal place of business at 23rd Floor, Lincoln House, Taikoo Place, 979

King’s Road, Quarry Bay, Hong Kong S.A.R. of China. Lenovo Group Ltd. is a leading manufacturer and seller of smartphones, tablets, and smart televisions in the world and in the United States. Upon information and belief, Lenovo Group Ltd. does business in Texas, directly or through intermediaries, and offers its products and/or services, including those accused herein of infringement, to customers and potential customers located in Texas, including in the Judicial District of the Eastern District of Texas.

3. Lenovo Group, Ltd., acting in concert with its subsidiaries and affiliates, manufactures and sells computers and handheld devices worldwide, including throughout the United States and within Texas. In 2019, Lenovo was the world’s largest supplier of personal computers—accounting for nearly a quarter of global shipments of personal computers. The Lenovo group of companies—collectively known as “The Lenovo Group” or “Lenovo”—have a global reach and have a strong presence in the United States. Lenovo has approximately 77,000, employees worldwide<sup>1</sup>, including thousands in the United States<sup>2</sup>, with many people in the United States in management, design, engineering, marketing, and supply chain. Lenovo generates more than \$62 billion of goods and services worldwide<sup>3</sup>, including over \$19 billion in revenues generated for the Americas<sup>4</sup>, a substantial portion of which is generated in the United States each year. Lenovo maintains one of its dual headquarters in the United States.

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<sup>1</sup><https://www.lenovo.com/us/en/about/?orgRef=https%253A%252F%252Fwww.google.com%252F>.

<sup>2</sup> “Lenovo was named as one of America’s Best Employers for Diversity 2023 by Forbes magazine.” See Lenovo Group Ltd. 2023/2024 Annual Report at 40, available at: <https://investor.lenovo.com/en/publications/reports.php>.

<sup>3</sup> *Id.*

<sup>4</sup> See Lenovo Group Ltd. 2023/2024 Annual Report at 187, available at: <https://investor.lenovo.com/en/publications/reports.php>.

4. Officers or executives of Lenovo Group, Ltd. (and/or affiliates acting in concert with Lenovo Group, Ltd.) regularly work from and reside in the United States, including in Texas. These officers or executives include at least Laura Quatela, Paul Rector (Austin, Texas)<sup>5</sup>, Kurt Skaugen, Matthew Zielinski (Austin, Texas)<sup>6</sup>, Doug Fisher, and Arthur Hu. Such officers or executives are involved in the marketing, distribution, sale, import, and use of the Accused Products in the United States.

5. Lenovo Group Ltd. owns or controls, directly or indirectly, each of the Lenovo entities with which it coordinates the infringing sale, offer for sale, import, use, and manufacture of Accused Products in the United States, including the other products. Lenovo Group Ltd. operates and manages a global supply chain to develop, manufacture, and deliver accused computer products, mobile products, and televisions products to the United States, including Texas. At the direction or control of Lenovo Group Ltd., Accused Products are packaged, shipped, and sold to customers in the United States. Lenovo Group Ltd. reports U.S. sales of the accused products as its own. Lenovo Group Ltd. advertises that it manufactures most of its products in its own facilities, rather than through third parties. For example, on its website, Lenovo Group Ltd. states: “We manufacture the majority of our products in our own facilities—more than most other hardware suppliers. This hybrid model helps us bring new innovations to market efficiently while having greater control over product development and supply chain for advantages in quality, security, and time-to-market. Recently, Gartner ranked us #15 on their list of Top 25 World Class Supply Chains.”<sup>7</sup> On May 28, 2024, Lenovo posted a press release on its website that Gartner

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<sup>5</sup> See <https://www.linkedin.com/in/paulrector/>.

<sup>6</sup> See <https://www.linkedin.com/in/matthew-zielinski/>.

<sup>7</sup> See

<https://www.lenovo.com/us/en/about/whoweare/?orgRef=https%253A%252F%252Fwww.google.com%252F>.

ranked it #10 on their list of Supply Chain Top 25 for 2024 report.<sup>8</sup> In the press release, Lenovo stated: “Today, Lenovo’s global hybrid manufacturing network includes 30+ manufacturing sites spanning 10 markets in the 180 markets Lenovo does business in, including Argentina, Brazil, China, Germany, Hungary, India, Japan, Mexico, *and the US*. This ensures the supply chain remains resilient and can adapt to any disruption.”<sup>9</sup>

6. Defendant Lenovo (Shanghai) Electronics Technology Co., Ltd. (“Lenovo Shanghai”) is a company organized under the laws of the People’s Republic of China. Lenovo Shanghai has an office at No. 68 Building, 199 Fenju Road, Wai Gao Qiao Free Trade Zone, Shanghai, 200131, China, and may be served with process pursuant to the provisions of the Hague Convention. Lenovo Shanghai may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

7. Lenovo Shanghai, an indirect subsidiary of Lenovo Group, Ltd., has been and is involved in the manufacturing and distribution of accused computer devices, mobile devices, television devices, and other related products. Lenovo Shanghai has been and is involved in the manufacture of accused products that are eventually sold to Lenovo PC HK Ltd. or other companies, who then sells the accused products to Lenovo (United States) Inc. Lenovo Shanghai knows that the accused products it manufactures are intended for the United States market. Lenovo Shanghai has been and is involved in the shipping of accused products, such as notebook and desktop computers, to the United States—both directly and through intermediate Lenovo entities.

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<sup>8</sup> See <https://news.lenovo.com/pressroom/press-releases/gartner-supply-chain-top-25-for-2024/>.

<sup>9</sup> *Id.*

Lenovo Shanghai has been and is involved in shipping at least some of the accused products to the United States under the direction or control of Lenovo PC HK Ltd. Lenovo Shanghai's role within the Lenovo group of companies includes applying for the necessary licenses and authorizations for accused computer products in the United States, including with the FCC, and obtaining the necessary UL certifications.

8. Defendant Lenovo Information Products (Shenzhen) Co. Ltd. ("Lenovo Shenzhen") is a company organized under the laws of the People's Republic of China. Lenovo Shenzhen has an office at ISH2 Building, 3 Guanglan Road, Futian Free Trade Zone, Shenzhen, 518038, China, and may be served with Process pursuant to the provisions of the Hague Convention. Lenovo Shenzhen may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

9. Lenovo Shenzhen, an indirect subsidiary of Lenovo Group, Ltd., is involved in the manufacturing and distribution of accused computer devices, mobile devices, television devices, and other related products. Specifically, Lenovo has a "manufacturing center" in Shenzhen, China, operated by Lenovo Shenzhen. Lenovo Shenzhen has been and is involved in the manufacture of accused products that it sells to Lenovo PC HK Ltd., who then sells the accused products to Lenovo (United States) Inc. Lenovo Shenzhen knows that the accused products it manufactures are intended for the United States market. Further, Lenovo Shenzhen has been and is involved in the shipping of accused products, such as notebook and desktop computers, to the United States—both directly and through intermediate Lenovo entities. Lenovo Shenzhen has been and is involved

in shipping at least some of the accused products to the United States under the direction or control of Lenovo Group, Ltd., and/or Lenovo PC HK Ltd.

10. LCFC (Hefei) Electronics Technology Co., Ltd. d/b/a LC Future Center and Lenovo Compal Future Center (“LCFC Hefei”) is a company organized under the laws of a foreign jurisdiction. LCFC Hefei has an office at 7th Floor, No. 780, Bei’an Rd., Zhongshan District, Taipei City 10491, and may be served with Process pursuant to the provisions of the Hague Convention. LCFC Hefei may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

11. LCFC Hefei, an indirect subsidiary of Lenovo Group, Ltd., is involved in the manufacturing and distribution of accused computer devices, mobile devices, television devices, and other related products. Over 60% of Lenovo laptops are manufactured by LCFC Hefei. Specifically, Lenovo has a “manufacturing center” in Hefei, China, operated by LCFC Hefei. LCFC Hefei has been and is involved in the manufacture of accused products that are eventually sold to Lenovo PC HK Ltd., who then sells the accused products to Lenovo (United States) Inc. LCFC Hefei knows that the accused products it manufactures are intended for the United States market. Further, LCFC has been and is involved in the shipping of accused products, such as notebook computers, to the United States—both directly and through intermediate Lenovo entities. LCFC Hefei has been and is involved in shipping at least some of the accused products to the United States under the direction or control of Lenovo Group, Ltd., and/or Lenovo PC HK Ltd.

12. Lenovo Centro Tecnológico S. de R.L. de C.V. (“Lenovo Centro”) is a company organized under the laws of Mexico. Lenovo Centro has an office at No. 316, Boulevard Escobedo,

Apodaca Technology Park, Apodaca, Nuevo León, P.O. 66600, México, and may be served pursuant to the provisions of the Hague Convention. Lenovo Centro may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

13. Lenovo Centro, an indirect subsidiary of Lenovo Group, Ltd., is involved in the manufacturing, assembly, and testing of accused personal computers and other related products. Specifically, Lenovo has a “manufacturing center” in Monterrey, Mexico, operated by Lenovo Centro.<sup>4</sup> Lenovo Centro has been and is involved in the manufacture of accused products that it sells to Lenovo PC HK Ltd., who then sells the accused products to Lenovo (United States) Inc. Lenovo Centro knows that the accused products it manufactures are intended for the United States market. Further, Lenovo Centro has been and is involved in the shipping of accused products, such as desktop computers, to the United States—both directly and through intermediate Lenovo entities. Lenovo Centro has been and is involved in shipping at least some of the accused products to the United States under the direction or control of Lenovo Group, Ltd. and/or Lenovo PC HK Ltd.

14. Lenovo PC HK Ltd. (“Lenovo PC HK”) is a company organized under the laws of Hong Kong SAR. Lenovo PC HK has an office at 23rd Floor, Lincoln House, Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong SAR, China, and may be served pursuant to the provisions of the Hague Convention. Lenovo PC HK may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it

engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

15. Lenovo PC HK, an indirect subsidiary of Lenovo Group, Ltd., is involved in the procurement, marketing, distribution, and sale of accused computer devices, mobile devices, television devices, and other related products. In particular, at the direction and control of Lenovo Group, Ltd., Lenovo PC HK procures, makes, sells, offers for sale, imports, and uses accused products manufactured for the United States by Lenovo entities, such as LCFC Hefei and Lenovo Centro. That role includes providing manufacturers with designs and specifications of accused computer products destined for the United States.

16. Further, Lenovo PC HK has been and is involved in the shipping of accused products, such as notebook and desktop computers, to the United States—both directly and through intermediate Lenovo entities. Lenovo PC HK also has sold and sells accused Lenovo products, such as notebook and desktop computers, to at least one U.S. distributor—Lenovo (United States) Inc.—who then re-sells them to Lenovo customers residing in the United States. Lenovo PC HK does the above activities at the instruction and under the supervision of Lenovo Group, Ltd.. Defendants are aware that the Accused Products sold in the United States, such as to Lenovo (United States) Inc., are distributed throughout the United States, including in Texas.

17. Lenovo (Beijing) Limited (“Lenovo Beijing”) is a company organized under the laws of China. Lenovo Beijing has an office at No. 6, Chuangye Road, Shangdi, Haidan District, Beijing 100085, China, and may be served with process pursuant to the provisions of the Hague Convention. Lenovo Beijing may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in



business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

18. Lenovo Beijing is a subsidiary of Lenovo Group, Ltd. Upon information and belief, Lenovo Beijing acts in concert with, and under the direction and control of, Lenovo Group, Ltd. and/or Lenovo PC HK to sell, offer for sale, import, use, and make the Accused Products in the United States. For example, Lenovo Beijing is the registrant of [www.lenovo.com](http://www.lenovo.com), through which the Lenovo Defendants sell the Accused Products directly to customers in the United States. Lenovo Beijing further operates the “Beijing Data Center to support Lenovo global core business.” Upon information and belief, Lenovo Beijing, operating in concert with Lenovo Defendants, host [www.lenovo.com](http://www.lenovo.com) from the “Beijing Data Center.”

19. Motorola Mobile Communication Technology Ltd. (“Motorola Comm.”) is a wholly-owned subsidiary of Lenovo Group, Ltd. organized under the laws of China. Upon information and belief, Motorola Comm acts in concert with, and under the direction and control of, Lenovo Group, Ltd. and/or other Lenovo Group Ltd. subsidiaries/affiliates to sell, offer for sale, import, use, and make the Accused Products in the United States. Lenovo Beijing may be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

20. Motorola (Wuhan) Mobility Technologies Communication Company Limited (“Motorola Wuhan”) is a wholly-owned subsidiary of Lenovo Group, Ltd. organized under the laws of China, with a principal place of business located at No. 19, Gaoxin 4th Road, Donghu New Technology Development Zone Wuhan, Hubei, 430205 China. and may be served with process

pursuant to the provisions of the Hague Convention. Lenovo Beijing may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business. Upon information and belief, Motorola Comm acts in concert with, and under the direction and control of, Lenovo Group, Ltd. and/or other Lenovo Group Ltd. subsidiaries/affiliates to sell, offer for sale, import, use, and make the Accused Products in the United States, including mobile products.<sup>10</sup>

21. The Defendants identified in paragraphs 2 through 20 above (collectively, “Lenovo”) are companies that together—with their affiliates—comprise one of the world’s leading manufacturers of computers and computer-related products. Together, the Lenovo Defendants design, manufacture, use, import into the United States, sell, and/or offer for sale in the United States computer devices, mobile devices, television devices, and other related products. Lenovo’s devices are marketed, offered for sale, and/or sold throughout the United States, including within this District.

22. The Lenovo 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. Defendants engage in coordinated and concerted action to direct the Accused Products throughout the United States, including Texas.

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<sup>10</sup> See Lenovo Group Ltd. 2023/2024 Annual Report at 262, available at: <https://investor.lenovo.com/en/publications/reports.php>.

23. The Lenovo 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.

24. In the promotional materials, manuals, guides, terms of use, sales agreements, warranties, or similar documentation related to the accused products, the Lenovo Defendants regularly omit which specific Lenovo company or entity is responsible for the documents or associated products, or instead identify “Lenovo” or the “Lenovo Group”. As a result, customers of the accused products understand that Lenovo Group, Ltd. or the Lenovo Group as a whole, makes and sells the Accused Products.

25. Lenovo Group Ltd., and Lenovo as a whole, holds itself out as the entity that manufactures, sells, offers to sell, imports, and uses the Accused Products in the United States, including Texas. For example, the privacy statement of [www.lenovo.com](http://www.lenovo.com) states that “[t]his privacy statement applies to data collected through websites owned and operated by Lenovo Group Ltd. and its affiliated group companies (“Lenovo”).”<sup>11</sup> Lenovo sells and offers for sale products through its U.S. website, and “Lenovo” (*i.e.* “Lenovo Group Ltd. and its affiliated group companies”) imposes the terms of a “Lenovo Sales Agreement” on all customers, including customers within the United States and Texas.<sup>12</sup> Lenovo Group, Ltd., and Lenovo as a whole, sell the Accused Products directly to customers in the United States, including within Texas, through [www.lenovo.com/us/en](http://www.lenovo.com/us/en).

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<sup>11</sup> <https://www.lenovo.com/us/en/privacy/>. *See also* [lenovo.com/us/en/legal/](https://www.lenovo.com/us/en/legal/) (“The following are terms between you and Lenovo (“we,” “us,” or “our”).”

<sup>12</sup> <https://www.lenovo.com/medias/Sales-Terms-and-Conditions-US.html?context=bWFzdGVyFHJvb3R8MTMzNzV8dGV4dC9odG1sfGg3MCM9oYWMvOTQ0MTA1NTgwMTM3NC5odG1sfDgwM2RjYzIxMzNhYWYzOTJiNGEwZjU1ZjFhMWZkOGM5M2JhYzVmYTkwNzQ2OTk0ZWE5NjVkb2VhZiMwYywnZdhZmE>.

26. The Lenovo Defendants named above and their affiliates operate as a unitary business venture and are both jointly and severally liable for the acts of patent infringement alleged herein.

### **JURISDICTION AND VENUE**

27. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.* This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

28. This Court has personal jurisdiction over Defendant. Defendant regularly conducts business and has committed acts of patent infringement and/or has induced acts of patent infringement by others in this Judicial District and/or has contributed to patent infringement by others in this Judicial District, the State of Texas, and elsewhere in the United States. Lenovo, directly and/or through subsidiaries or intermediaries, has committed and continues to commit acts of infringement in this District by, among other things, making, using, importing, offering to sell, and/or selling products that infringe the Patents-in-Suit. Courts in Texas, including within this Judicial District, have concluded that Lenovo is subject to personal jurisdiction in the State of Texas. See *ACQIS LLC v. Lenovo Grp. Ltd.*, 572 F. Supp. 3d 291, 307 (W.D. Tex. 2021) (“this Court finds that the exercise of personal jurisdiction over [Lenovo Group Ltd.] is both reasonable and fair.”); see also *AX Wireless LLC v. Lenovo Grp. Ltd.*, No. 2:22-cv-00280-RWS-RSP, Dkt. No. 110 (report and recommendation) (E.D. Tex. Sept. 6, 2023) (“exercising personal jurisdiction [over Lenovo Grp. Ltd.] would not offend traditional notions of fair place and substantial justice.”).

29. Lenovo induces its subsidiaries, affiliates, retail partners, and customers to make, use, sell, offer for sale, and/or import throughout the United States, including within this Judicial District, infringing products and placing such products into the stream of commerce via established

distribution channels knowing or understanding that such products would be sold and used in the United States, including in the Eastern District of Texas. Paragraphs 1 through 27 are incorporated by reference as if fully set forth herein. Lenovo purposefully directs the infringing products identified herein into established distribution channels within this District and the U.S. nationally. For example, Lenovo sells and offers to sell the infringing products through its websites, [Lenovo.com](https://www.lenovo.com)<sup>13</sup> and [Motorola.com](https://www.motorola.com), which may be accessed throughout the United States, the State of Texas, and this Judicial District. Additionally, Lenovo has authorized sellers and sales representatives that offer for sale and sell the infringing products throughout the State of Texas and to consumers throughout this District, including at the following locations in this District: Best Buy, 422 West Loop 281, Suite 100, Longview, Texas 75605; Costco Wholesale, 3650 West University Drive, McKinney, Texas 75071; Office Depot, 422 West Loop 281, Suite 300, Longview, Texas 75605; Target, 3092 North Eastman Road, Suite 100, Longview, Texas 75605; Wal-Mart, 1701 East End Boulevard North, Marshall, Texas 75670; Verizon, 500 E Loop 281, Longview, TX 75670; AT&T, 1712 E Grand Ave, Marshall, TX 75670; T-Mobile, 1806 E. End Blvd., N. Ste 100, Marshall, TX 75670.

30. Lenovo maintains regular and established places of business in in this Judicial District, the State of Texas, and elsewhere in the United States, including a Sales Office in Fort Worth, Texas.<sup>14</sup> Lenovo also advertises for jobs in the State of Texas.<sup>15</sup> Lenovo also maintains

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<sup>13</sup> The Lenovo website is maintained by Lenovo Beijing Limited. *See* <https://www.whois.com/whois/lenovo.com>.

<sup>14</sup>[https://www.lenovo.com/us/en/about/locations/?orgRef=https%253A%252F%252Fwww.google.com%252F&cid=us:sem|se|google|pmax\\_smb\\_pcs|||18337003604||shopping|mix|commercialconsumer&gad\\_source=1&gclid=CjwKCAjwvvmzBhA2EiwAtHVrb-yDPR8mEb0OOJoQq7k6lSpSZJTL4W1Ucy0kqq6ZBDwyz4H5zd7rSBoc6NQQAvD\\_BwE](https://www.lenovo.com/us/en/about/locations/?orgRef=https%253A%252F%252Fwww.google.com%252F&cid=us:sem|se|google|pmax_smb_pcs|||18337003604||shopping|mix|commercialconsumer&gad_source=1&gclid=CjwKCAjwvvmzBhA2EiwAtHVrb-yDPR8mEb0OOJoQq7k6lSpSZJTL4W1Ucy0kqq6ZBDwyz4H5zd7rSBoc6NQQAvD_BwE).

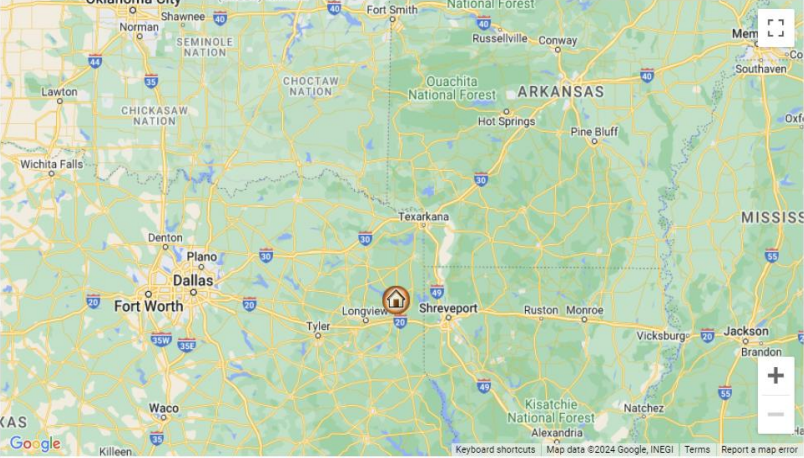
<sup>15</sup> *See, e.g.*, [https://jobs.lenovo.com/en\\_US/careers/JobDetail/NA-Workstation-Channel-Account-Manager/58039](https://jobs.lenovo.com/en_US/careers/JobDetail/NA-Workstation-Channel-Account-Manager/58039). (“This is a remote role based in Austin, TX, candidate must reside in territory.”).

Lenovo Authorized Service Providers (ASPs) in this Judicial District, the State of Texas, and elsewhere in the United States.

**Location Results**

We found 14 locations

- Lenovo Authorized Service Providers (ASPs) offer limited warranty service support.
- Prior to visiting an ASP location, you must call first to ensure that the ASP can provide the assistance you require.
- If a repair case was initiated with Lenovo where part(s) were shipped to your house/office, you must wait for Lenovo to contact you and resolve. You can also contact Lenovo at 1-855-253-6686 option #1. ASPs are not authorized to replace parts or repair machines for customers who have initiated service through Lenovo.
- Authorized Service Providers may charge for out of scope services. Lenovo does not regulate and is not responsible for the prices charged.



**COMPUTERLAND NET TECH E TEX**  
23.30 Miles  
75604,1614 EAST  
FAIRMONT, LONGVIEW, Texas, United States  
Website: <http://www.cvenergytech.com>  
Premises Type: Walk in; Retail; Corporate

**QUALITY HIGH-TECH LLC**  
139.23 Miles  
75081-6743, 1910 Firman Dr. Suite  
120, Richardson, Texas, United States  
Website: <http://www.qht.com/>  
Premises Type: Walk in; Retail; Corporate

**Micro Center DLSE Store 134**  
141.05 Miles  
75243-1007, 13929 North Central

### Lenovo Service Center FAQs

- 1. What is Lenovo Service?**

Lenovo Service refers to the range of support options and services provided by Lenovo to assist customers with their Lenovo devices. It includes technical support, repairs, warranty coverage, and other assistance aimed at ensuring the optimal performance of Lenovo products.
- 2. What is a Lenovo Service Center?**

A Lenovo Service Center is an authorized facility where customers can seek professional assistance for their Lenovo devices. These centers employ trained technicians who specialize in Lenovo products and provide services such as diagnostics, repairs, hardware upgrades, and software installations.
- 3. What is the difference between a Lenovo Service Center and a Lenovo Authorized Service Center?**

A Lenovo Service Center and a Lenovo Authorized Service Center serve the same purpose of providing support for Lenovo devices. However, an Authorized Service Center has received certification from Lenovo to meet specific standards and requirements set by the company. This certification ensures that the service center is qualified to deliver reliable and high-quality service.
- 4. How can I find a Lenovo Service Center near me?**

To find a Lenovo Service Center near you, you can visit the Lenovo support website and use the service center locator tool. Enter your location or zip code, and the tool will provide a list of authorized service centers in your area.
- 5. What services are provided by Lenovo Service Centers?**

Lenovo Service Centers offer a wide range of services for Lenovo devices, including diagnostics, repairs, hardware upgrades, software installations, and warranty support. They can assist with both in-warranty and out-of-warranty issues, ensuring that customers receive the necessary support for their devices.

Lenovo provides a range of support services and authorized service centers to ensure that customers receive the necessary assistance for their Lenovo devices. Whether it's finding a service center, accessing general support, or utilizing self-service diagnostics, Lenovo is dedicated to providing reliable and comprehensive service options for its customers.

<sup>16</sup> See, e.g., <https://support.lenovo.com/us/en/lenovo-service-provider>. Displaying result for “Warranty and Support Provider” for “Home” within 500 miles of 200 W Houston St, Marshall, TX 75670, USA. (“A Lenovo Service Center is an authorized facility where customers can seek professional assistance for their Lenovo devices. These centers employ trained technicians who

Defendant also maintains authorized resellers of its products in this Judicial District, in the State of Texas, and throughout the United States.

**Purpose**

\* Need to find a reseller or a service provider

Reseller <sup>1</sup>

Warranty and Support Provider <sup>1</sup>

\* Need assistance with products for home or for business

Business

**Location**

Use my current location

Address\*

200 W Houston St, Marshall, TX 75670, USA

\* Measured in

Miles

Kilometers

Distance\*

500

**SEARCH**

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**Location Results**

We found 23 locations

- Lenovo Authorized Service Providers (ASPs) offer limited warranty service support.
- Prior to visiting an ASP location, you must call first to ensure that the ASP can provide the assistance you require.
- If a repair case was initiated with Lenovo where part(s) were shipped to your house/office, you must wait for Lenovo to contact you and resolve. You can also contact Lenovo at 1-855-253-6686 option #1. ASPs are not authorized to replace parts or repair machines for customers who have initiated service through Lenovo.
- Authorized Service Providers may charge for out of scope services. Lenovo does not regulate and is not responsible for the prices charged.

**Medwed Enterprises, Inc.**

Lenovo 360  
Authorized Reseller  
Partner  
2023 Gold

Lenovo 360  
Authorized Reseller  
Partner  
2023 Gold

139.85 Miles

1401 N. Central Expressway  
#320, Richardson, Texas, United States

Phone Number: (972) 644-1992

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**Reliable It LLC**

Lenovo 360  
Authorized Reseller  
Partner  
2023 Gold

Lenovo 360  
Authorized Reseller  
Partner  
2023 Gold

141.14 Miles

1201 3rd St Suite 100, Alexandria, Louisiana, United States

Phone Number: (949) 419-8000

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At these various locations, Lenovo maintains authorized sellers, sales representatives, and customer service agents that offer, sell, and service Defendant’s products in this Judicial District, the State of Texas, and elsewhere in the United States, including but not limited to, Computerland Net Tech E Tex at 1614 E. Fairmont Longview, Texas 75604.

specialize in Lenovo products and provide services such as diagnostics, repairs, hardware upgrades, and software installations.”)<sup>16</sup>

<sup>17</sup> *Id.* Search results for “Reseller” for “Business” within 500 miles of 200 W Houston St, Marshall, TX 75670, USA.

31. Furthermore, Lenovo Group Ltd. provides “Hardware Maintenance Manuals” for the Accused Products in the United States which bear a “Lenovo” copyright without specifying any particular Lenovo entity, and which are “delivered pursuant to a General Services Administration “GSA” contract. These manuals specify that they are “printed in China.” These English language manuals demonstrate Lenovo’s knowledge and intent that for the Accused Products to be sold throughout the United States, including Texas.

32. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391 because, among other things, Defendant is not a resident in the United States, and thus may be sued in any judicial district pursuant to 28 U.S.C. § 1391(c)(3).

33. Defendant is subject to this Court’s jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to its substantial business in this State and Judicial District, including (a) at least part of its past infringing activities, (b) regularly doing or soliciting business in Texas, and/or (c) engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Texas.

#### **PATENTS-IN-SUIT**

34. On February 3, 2015, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 8,949,879 (the “’879 Patent”) entitled “Access Controls for Known Content”. A true and correct copy of the ’879 Patent is available at: <http://pdfpiw.uspto.gov/piw?Docid=8949879>.

35. On November 25, 2014, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 8,898,803 (the “’803 Patent”) entitled “Content and Identity Delivery System for Portable Playback of Content and Streaming Service Integration”. A true and correct copy of the ’803 Patent is available at: <http://pdfpiw.uspto.gov/piw?Docid=8898803>.



36. On March 14, 2017, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 9,595,300 (the “’300 Patent”) entitled “Contextual Chapter Navigation”. A true and correct copy of the ’300 Patent is available at: <http://pdfpiw.uspto.gov/.piw?Docid=9595300>.

37. On June 3, 2014, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 8,745,749 (the “’749 Patent”) entitled “Virtual Secure Digital Card”. A true and correct copy of the ’749 Patent is available at: <http://pdfpiw.uspto.gov/.piw?Docid=8745749>.

38. Truesight is the sole and exclusive owner of all right, title, and interest in the ’879 Patent, the ’803 Patent, the ’300 Patent, and the ’749 Patent, (collectively, the “Patents-in-Suit”), and holds the exclusive right to take all actions necessary to enforce its rights to the Patents-in-Suit, including the filing of this patent infringement lawsuit. Truesight also has the right to recover all damages for past, present, and future infringement of the Patents-in-Suit and to seek injunctive relief as appropriate under the law.

39. Truesight has at all times complied with the marking provisions of 35 U.S.C. § 287 with respect to the Patents-in-Suit. Upon information and belief, prior assignees and licensees have also complied with the marking provisions of 35 U.S.C. § 287.

#### **FACTUAL ALLEGATIONS**

40. The Patents-in-Suit generally relate to methods and apparatuses related to the storage and display of digital media.

41. The ’879 Patent relates to technology involving personalized access controls associated with digital media in a digital library by creating policy decisions regarding use of the asset based on these settings. The access controls can be implemented on an individual or on a

group basis. The technology described in the '879 Patent was developed by Joseph Zipperer, Steven King, and Valiant Seu. For example, the technology is implemented in infringing Lenovo smartphones and televisions, including, but not limited to, the Motorola Edge 2022, using software and/or applications, such as Google Family Link, to put content restrictions on certain media, such as television shows and movies.

42. The '803 Patent relates to technology for downloading streamed digital media from a device to a media storage system for when the device is not connected to a network. The technology described in the '803 Patent was developed by David W. Hostetter and Joseph P. Zipperer. For example, the technology is implemented in Lenovo smartphones and other mobile devices including, but not limited to, the Motorola Edge 2022, when videos are downloaded to the device's virtual and/or flash memory, such as an SD card or equivalent internal storage.

43. The '300 Patent relates to technology for systems and methods for chapter navigation of video playbacks along a timeline of the video. The technology described in the '300 Patent was developed by Todd E. Duffin, Todd R. Malsbary, and Mark E. Phillips. For example, the technology is implemented in Lenovo smartphones and other mobile devices, including, but not limited to, the Motorola Edge 2022, and televisions that stream videos that allow for chapter navigation and selection within the video, including, but not limited to, the Motorola Edge 2022.

44. The '749 Patent relates to technology for systems and methods for generating virtual memory. The technology was developed by Joseph P. Zipperer and John Calixto. For example, the technology is implemented in Lenovo smartphones and other mobile devices through Lenovo memory modules, including, but not limited to, the UFS 3.1 Memory 128GB module.

45. Lenovo has infringed and is continuing to infringe the Patents-in-Suit by making, using, selling, offering to sell, and/or importing, and by actively inducing others to make, use, sell,

offer to sell, and/or importing, products including, but not limited, to smartphones, tablets, and smart televisions.

**COUNT I**  
**(Infringement of the '879 Patent)**

46. Paragraphs 1 through 18 are incorporated by reference as if fully set forth herein.

47. Truesight has not licensed or otherwise authorized Defendant to make, use, offer for sale, sell, or import any products that embody the inventions of the '879 Patent.

48. Defendants have and continue to directly infringe the '879 Patent, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, selling, and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '879 Patent. Such infringing products include Lenovo smartphones, tablets, and smart televisions, including, but not limited to, the Motorola Edge 2022, among other Lenovo products.

49. For example, Defendants have and continue to directly infringe at least claim 14 of the '879 Patent by making, using, offering to sell, selling, and/or importing into the United States products that include Lenovo smartphones, tablets, and smart televisions, including, but not limited to, the Motorola Edge 2022, among other Lenovo Products, through the implementation of content restrictions, such as those through Google Family Link and Disney+.

50. The Motorola Edge 2022, through the use of Google Family Link, comprises an apparatus for setting rating based access controls for known digital content to be played on a video playback device having a V-chip comprising a rating policy management module (e.g., content restrictions implemented via software and hardware such as a System-on-a-Chip (SOC)) for selectively setting rating based access control on a per media and per user basis for digital content of a digital library thereby overriding a policy set by the V-chip (e.g., content restrictions

implemented via software and hardware such as an SOC) for access to the digital content from the video playback device. For example, the Google family link allows to selectively set user ratings (e.g., Teen, PG-13, PG-14) for digital content (e.g., Apps, Games, Movies, TV) on a per user (e.g., children and a parent) to be played back on a video playback device having a V-chip (e.g., content restrictions implemented via software and hardware such as an SOC) or the equivalent thereof.

51. The Motorola Edge 2022, through the use of Google Family Link, comprises a rating policy enforcement module for enforcing rating based access to the individual digital content for a plurality of users separate from and in addition to an administrator, wherein at least a first user and a second user of the plurality of users have different media rating requirements and have different media ratings associated with a same specific digital content. For example, the Google Family Link comprises a rating policy enforcement module (e.g., content ratings) for enforcing rating based access control to individual content (e.g., an App, Game, Movie, TV show, or Book) for a plurality of users (e.g., a 7-year-old and a 14-year-old) that are separate from an administrator (e.g., a parent). By way of further example, the first user (e.g. a 7-year-old) and the second user (e.g., a 14-year-old) can have different media rating requirements override (e.g., no higher than G Movies for a 7-year-old and no higher than a PG-13 rated movies for a 14-year-old) associated with the same specific digital content (e.g., Google Play library). The Motorola Edge 2022, through the use of Google Family Link, comprises a rating policy enforcement module for enforcing rating based access to the individual digital content for a plurality of users separate from and in addition to an administrator, wherein a first of the two users is allowed to access the specific digital content based upon a first authentication code and a second of the two users is blocked from access to the specific digital content based upon a second authentication code. For example, a first user (e.g., a 14-year-old) and a second user (e.g., a 7-year-old) are separate and distinct from the user (e.g., a

parent). By way of further example, the first user (e.g., a 14-year-old) is allowed to access specific digital content (e.g., a PG-13 rated movie) based upon a first authentication code (e.g. the 14-year-old's login) and a second viewer (e.g. a 7-year-old) is blocked from access to the specific digital content (e.g., a PG-13 rated movie) based upon a second authentication code (e.g., the 7-year-old's login).

52. The Motorola Edge 2022, through the use of Google Family Link, comprises a rating policy enforcement module for enforcing rating based access to the individual digital content for a plurality of users separate from and in addition to an administrator, wherein the first authentication code comprises a personal identification number (PIN), wherein the different ratings associated with the specific digital content are enforced using the first and second authentication codes, and wherein the first of the two users is allowed to access the specific digital content in response to determining that a content identifier of the specific digital content matches a user identifier of the first user and the personal identification number of the first user is successfully authenticated. For example, the first user (e.g., a 14-year-old) is required to use their Google login to see available content (e.g., a PG-13 movie), while the second viewer (e.g., a 7-year-old) is blocked from accessing the specific digital content based upon the authentication code (e.g., the 7-year-old's login), wherein the first authentication code comprises a personal identification number (PIN) (e.g., password). By way of further example, the first of the two users (e.g., a 14-year-old) is allowed to access the specific digital content (e.g., a PG-13 movie) in response to determining that a content identifier of the specific digital content identifier (e.g., Family Link inclusion of a PG-13 or lower movie) matches a user identifier of the first user (e.g., a 14-year-old's username) and the personal identification number of the first user is successfully authenticated (e.g., a 14-year-old's successful login with password).

53. Defendants have and continue to indirectly infringe one or more claims of the '879 Patent by knowingly and intentionally inducing others, including Lenovo customers and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, selling and/or importing into the United States products that include infringing technology, such as smartphones, tablets, and smart televisions.

54. Defendants, with knowledge that these products, or the use thereof, infringe the '879 Patent at least as of the date of the Original Complaint, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '879 Patent by providing these products to end users for use in an infringing manner. Alternatively, on information and belief, Defendants have adopted a policy of not reviewing the patents of others, including specifically those related to Defendants' specific industry, thereby remaining willfully blind to the Patent-in-Suit at least as early as the issuance of the Patents-in-Suit.

55. Defendants have induced infringement by others, including end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '879 Patent, but while remaining willfully blind to the infringement. Defendants have and continue to induce infringement by its customers and end-users by supplying them with instructions on how to operate the infringing technology in an infringing manner, while also making publicly available information on the infringing technology via Defendants' website, product literature and packaging, and other publications.<sup>18</sup>

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<sup>18</sup> See, e.g., Motorola Edge 2022 User Guide, available at: <https://en-us.support.motorola.com/ci/fattach/get/82183041/1695655037/redirect/1/session/L2F2LzEvdGltZS8xNzE5NTk3NTQxL2dlbi8xNzE5NTk3NTQxL3NpZC9mVTZBYmpYeUw4STFXUGpmJTdFQ3dDVlQ5YVF0bVZvWUhfFaUlpJTdFdXFFYTRrNjBLcTVyM0lxbFhUNIFndU5fY05zMmNUZU1fQmRCazhMQXY1T08lN0VvZXBIRVkwMyU3RVJ3OFZaTFE2NThRRVF4T1B6dHprVHF0ZVIIM09IUSUyMSUyMQ==/filename/motorola+edge+2022.NA+Retail.Android13.UG.en-US.SSC8D64392-C.pdf>.

56. Truesight has suffered damages as a result of Defendants' direct and indirect infringement of the '879 Patent in an amount to be proven at trial.

57. Truesight has suffered, and will continue to suffer, irreparable harm as a result of Defendants' infringement of the '879 Patent, for which there is no adequate remedy at law, unless Defendants' infringement is enjoined by this Court.

**COUNT II**  
**(Infringement of the '803 Patent)**

58. Paragraphs 1 through 18 are incorporated by reference as if fully set forth herein.

59. Truesight has not licensed or otherwise authorized Defendant to make, use, offer for sale, sell, or import any products that embody the inventions of the '803 Patent.

60. Defendants have and continue to directly infringe the '803 Patent, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, testing, offering to sell, selling, and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '803 Patent. Such products include smartphones and tablets, such as the Motorola Edge 2022 preloaded with the Netflix Mobile Application<sup>19</sup>, among Lenovo other products.

61. For example, Defendants have and continue to directly infringe at least claim 1 of the '803 Patent by making, using, testing, offering to sell, selling, and/or importing into the United States products that include smartphones and tablets, such as the Motorola Edge 2022 preloaded with the Netflix Mobile Application, among Lenovo other products.

62. The Motorola Edge 2022, integrated with the Netflix Mobile Application, performs

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<sup>19</sup> Motorola smartphones, including the Motorola Edge 2022, are marketed for use with Netflix. See <https://forums.lenovo.com/t5/motorola-edge-20-lite-motorola-edge-20-fusion/Netflix-Widevine-11-issue-after-android-12-update/m-p/5169106?page=1>.

a method of delivering content by integrating a kiosk delivery system with a streaming service (e.g., Netflix). The Motorola Edge 2022, integrated with the Netflix Mobile Application, performs a step of transferring content from a kiosk (e.g., the Motorola Edge 2022 hardware and software that displays the streaming option, such as Netflix, as well as the streaming application displaying the available content) to a flash memory media device, wherein the flash memory media device is configured to be connected to a playback device. For example, the streaming content from Netflix can be downloaded and saved on the smartphones SD card or equivalent internal storage.

63. The Motorola Edge 2022, integrated with the Netflix Mobile Application, performs a step of transferring user service information, including user account information for one or more account based digital content streaming services, from the kiosk (e.g., the Motorola Edge 2022 hardware and software that displays the streaming option, such as Netflix, as well as the streaming application displaying the available content) to the flash memory media device. For example, Netflix stores user credentials information such as username and password on the user device memory. This memory can be the internal or external memory of the device.

64. The Motorola Edge 2022, integrated with the Netflix Mobile Application, performs a step wherein, responsive to the flash memory media device being connected to the playback device: if the playback device is connected to a network via a network connection having a speed that meets a threshold for streaming digital content, the transferred user service information from the connected flash memory media device is used to access at least one of the one or more account based digital streaming services to stream a higher quality version of the content to the connected playback device for playback, wherein the higher quality version of the content is a high definition version of standard definition content transferred from the kiosk (e.g., the Motorola Edge 2022 hardware and software that displays the streaming option, such as Netflix, as well as the streaming



application displaying the available content) to the flash memory media device. For example, Contents can be downloaded from Netflix and stored in SD cards or equivalent internal storage and can be viewed later, even in the absence of a network (internet). Netflix access stored user information such as username and password to streamline online content at an HD quality when the device is connected to the internet and has an internet connection speed of 5Mbps (i.e., threshold) and above:

Video quality	Netflix recommends
SD (480p)	3 Mbps
HD (720p)	5 Mbps
Ultra HD/4K (2160p)	25 Mbps

20

65. The Motorola Edge 2022, integrated with the Netflix Mobile Application, performs a step wherein, responsive to the flash memory media device being connected to the playback device: otherwise, the content stored on the connected flash memory media device is used for playback of the content. For example, Netflix allows the user to watch movies downloaded on the device SD memory card or equivalent internal storage when there is no internet connection<sup>21</sup>:

<sup>20</sup> See <https://www.reviews.org/internet-service/internet-speed-for-netflix/#:~:text=Netflix%20recommends%20at%20least%205,Ultra%20HD%20or%204K%20quality.&text=And%20while%2025%20Mbps%20might,speed%20for%20only%20watching%20Netflix.>

<sup>21</sup> See <https://help.netflix.com/en/node/54816>.

## How to download titles to watch offline

To watch TV shows and movies offline at any time, download them from the Netflix app. Learn more about finding, downloading, and watching downloaded TV shows and movies below.


**NOTE:** Ad-supported Netflix plans don't include downloads. To download, members on an ad-supported plan can [change to an ad-free plan](#).

To download from Netflix, you need the latest version of the Netflix app on one of these devices:

- To download TV shows or movies you'll need one of these devices with the latest version of the Netflix app installed:
  - Android phone or tablet
  - iPhone or iPad
  - Windows 10 or Windows 11 computer
  - Amazon Fire tablet
  - Google Chromebook ([with Google Play Store installed](#))




**NOTE:** Some older operating system versions for these devices may not support downloads. Make sure your device has the latest updates installed.


### Find and download a TV show or movie

Find a TV show or movie and look for the **Downloads** icon  to know if it can be downloaded, or filter by what is available for download.

**NOTE:** Not all TV shows and movies are available for download. To learn why, [go to this article with more information](#).

To download a TV show or movie:

1. Open the Netflix app.
2. Browse all TV shows and movies available for download:
  - Android and Fire devices: Tap **Downloads** > **Find More to Download**.
  - iPhone or iPad: Tap **My Netflix** > **Downloads** > **See What You Can Download**.
  - Windows computer: From the left, click **More**  > **My Downloads** > **Find Something to Download**.
  - Chromebook: Click **Downloads** > **Find More to Download**.
3. Select a TV show or movie you want to download onto your device.
  - For movies, select **Download** .
  - For TV shows, select the download button  next to each episode you want to download.

**NOTE:** Android devices and Fire tablets also have a **Download Season**  button.



To save on [data usage](#), we recommend being connected to Wi-Fi while downloading.

You can have up to 100 active downloads at a time per device based on the number of devices [included in your Netflix plan](#).

If you cancel your account, downloads on your device will be deleted. If you restart your membership, you'll need to download them again.

### Watch downloaded TV shows and movies

To be able to access and watch downloads while offline, make sure stay signed into your Netflix.

1. Open the Netflix app.
2. Go to your downloads page:
  1. Android and Fire devices: Tap **Downloads**
  2. iPhone or iPad: Tap **My Netflix** > **Downloads**
  3. Windows computer: From the left, click **More**  > **My Downloads**
  4. Chromebook: Click **Downloads**
3. Find the download you want to watch, then select **Play** .

**NOTE:** While using a [Kids profile](#), downloaded TV shows and movies with higher maturity ratings may not be available to watch offline.

66. Lenovo directly infringes the '803 Patent through the use of the Motorola Edge 2022 through promotional demonstrations, testing, repairs, and instructional guidance.

67. Defendants have and continue to indirectly infringe one or more claims of the '803 Patent by knowingly and intentionally inducing others, including Lenovo customers and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, selling and/or importing into the United States products that include infringing technology, such as smartphones, tablets, and smart televisions.

68. Defendants, with knowledge that these products, or the use thereof, infringe the '803 Patent at least as of the date of the Original Complaint, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '803 Patent by providing these products to end users for use in an infringing manner. Alternatively, on information and belief, Defendants have adopted a policy of not reviewing the patents of others, including specifically those related to Defendants' specific industry, thereby remaining willfully blind to the Patent-in-Suit at least as early as the issuance of the Patents-in-Suit.

69. Defendants have induced infringement by others, including end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '803 Patent, but while remaining willfully blind to the infringement. Defendants have and continue to induce infringement by its customers and end-users by supplying them with instructions on how to operate the infringing technology in an infringing manner, while also making publicly available information on the infringing technology via Defendants' website, product literature and packaging, and other publications.<sup>22</sup>

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<sup>22</sup> See, e.g., Motorola Edge 2022 User Guide, available at: <https://en-us.support.motorola.com/ci/fattach/get/82183041/1695655037/redirect/1/session/L2F2LzEvdGltZS8xNzE5NTk3NTQxL2dlbi8xNzE5NTk3NTQxL3NpZC9mVTZBYmpYeUw4STFXUGpmJT>

70. Truesight has suffered damages as a result of Defendants' direct and indirect infringement of the '803 Patent in an amount to be proven at trial.

71. Truesight has suffered, and will continue to suffer, irreparable harm as a result of Defendants' infringement of the '803 Patent, for which there is no adequate remedy at law, unless Defendants' infringement is enjoined by this Court.

**COUNT III**  
**(Infringement of the '300 Patent)**

72. Paragraphs 1 through 18 are incorporated by reference as if fully set forth herein.

73. Truesight has not licensed or otherwise authorized Defendants to make, use, offer for sale, sell, or import any products that embody the inventions of the '300 Patent.

74. Defendants have and continue to directly infringe the '300 Patent, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, selling, and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '300 Patent. Such products include smartphones, tablets, and smart televisions, including, but not limited to, the Motorola Edge 2022, among other Lenovo products.

75. For example, Defendants have and continue to directly infringe at least claim 8 of the '300 Patent by making, using, offering to sell, selling, and/or importing into the United States products that include smartphones, tablets, and smart televisions, including, but not limited to, the Motorola Edge 2022, which includes the YouTube Mobile Application as part of the Google Mobile Services ("GMS"), among other Lenovo products.

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dFQ3dDV1Q5YVF0bVZvWUhFaUlpJTdFdXFFYTRrNjBLcTVyM0lxbFhUNIFndU5fY05zMm  
NUZU1fQmRCazhMQXY1T081N0VvZXBIRVkwMyU3RVJ3OFZaTFE2NThRRVF4T1B6dH  
prVHF0ZVIIM09IUSUyMSUyMQ==/filename/motorola+edge+2022.NA+Retail.Android13.U  
G.en-US.SSC8D64392-C.pdf.

76. The Motorola Edge 2022, through the YouTube Mobile Application, comprises an apparatus for navigating a plurality of chapters of video content within a video. YouTube openly promotes its chapter navigation functionality and offers advice to users on how to incorporate said functionality in their videos. YouTube also added the chapter navigation functionality to its Mobile Application, which comes pre-downloaded on most Android phones.

77. The Motorola Edge 2022, through the YouTube Mobile Application, comprises a non-transitory computer readable medium storing instruction thereon, as well as at least one processor.

78. The Motorola Edge 2022, through the YouTube Mobile Application, comprises a non-transitory computer readable medium storing instructions thereon, as well as at least one processor, configured to read from a metadata file stored with the video chapter start times, and location on a secure digital card (SD card) of chapter preview images that correspond to the playable content as initially configured and stored on the secure digital card, each chapter comprising a segment of content of the video. For example, when a user selects to watch certain YouTube videos on the Android app, users will have access to a chapter navigation functionality. The YouTube video will be broken up into several chapters, each with a title and a preview image. The chapters will be displayed on the video timeline, in a list format, and in sequence with preview images of each chapter and the corresponding to each chapter:

3:32 [Icons] [Icons]

0:20 / 14:12 · Sunrise >

NIC ANSUINI  
NASA  
SPACEFLIGHT.COM

### Description

**4.5K**  
Likes

**118,919**  
Views

**Dec 16**  
2022

Ship 24 tested its flaps, Booster 9 rolled out to the launch site for cryo testing with an all new design, and the Ship QD arm was retracted and extended back in place.

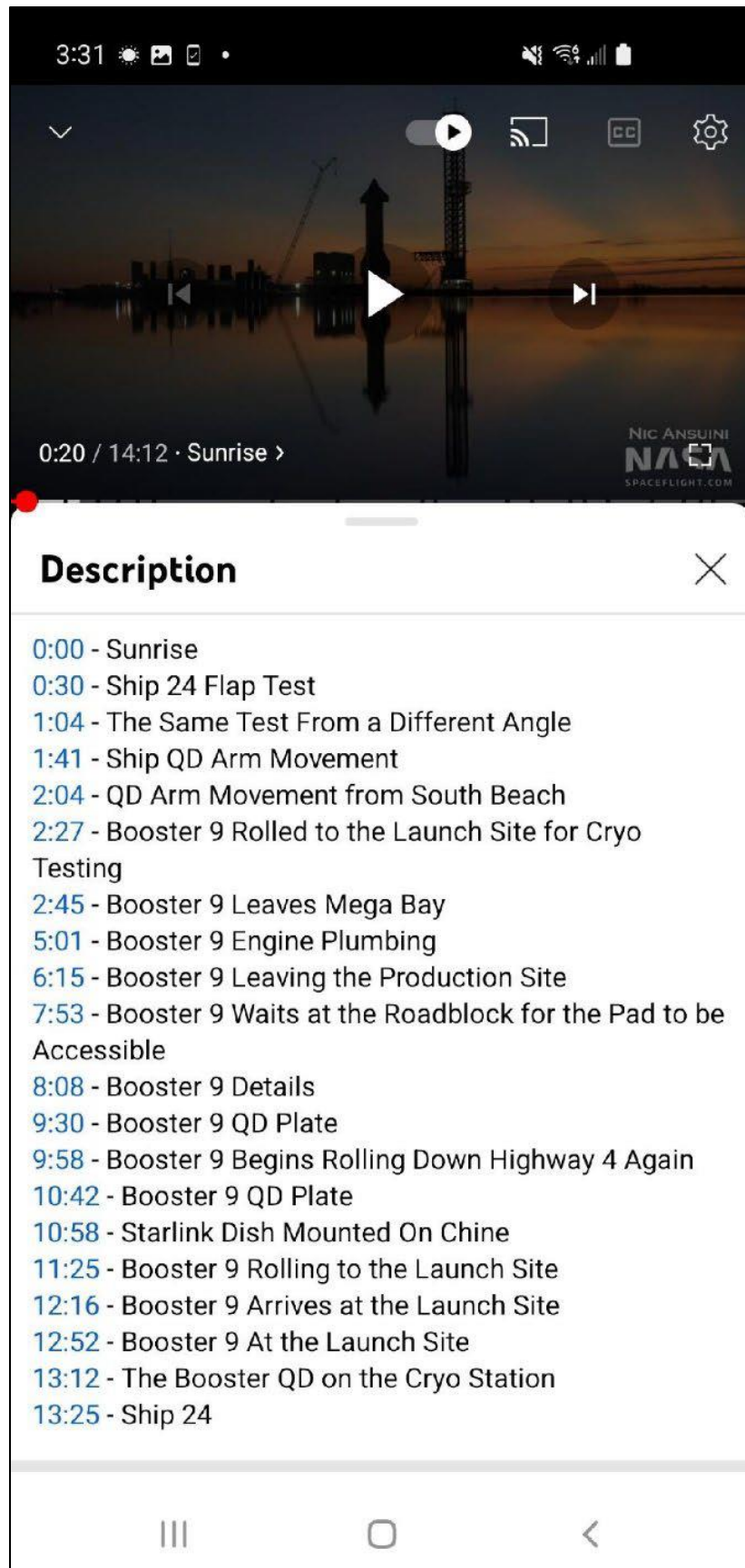
Ship 24 Static Fire - <https://youtu.be/bRmhHsAhrSQ>

Video and Pictures from Nic (@nicansuini), Nor ...more

### Chapters

[VIEW ALL](#)

Chapter Title	Start Time
Sunrise	0:00
Ship 24 Flap Test	0:30
The Same Test From a Different Angle	1:04
Ship QD Arm Movement	1:41



3:31 [Icons] [Icons]

0:20 / 14:12 · Sunrise >

NIC ANSUINI  
NASA  
SPACEFLIGHT.COM

### Description

- 0:00 - Sunrise
- 0:30 - Ship 24 Flap Test
- 1:04 - The Same Test From a Different Angle
- 1:41 - Ship QD Arm Movement
- 2:04 - QD Arm Movement from South Beach
- 2:27 - Booster 9 Rolled to the Launch Site for Cryo Testing
- 2:45 - Booster 9 Leaves Mega Bay
- 5:01 - Booster 9 Engine Plumbing
- 6:15 - Booster 9 Leaving the Production Site
- 7:53 - Booster 9 Waits at the Roadblock for the Pad to be Accessible
- 8:08 - Booster 9 Details
- 9:30 - Booster 9 QD Plate
- 9:58 - Booster 9 Begins Rolling Down Highway 4 Again
- 10:42 - Booster 9 QD Plate
- 10:58 - Starlink Dish Mounted On Chine
- 11:25 - Booster 9 Rolling to the Launch Site
- 12:16 - Booster 9 Arrives at the Launch Site
- 12:52 - Booster 9 At the Launch Site
- 13:12 - The Booster QD on the Cryo Station
- 13:25 - Ship 24

79. The Motorola Edge 2022, through the YouTube Mobile Application, comprises a non-transitory computer readable medium storing instruction thereon, as well as at least one processor, configured to present, during continuous playback of a video, an on-screen display to a user, the on-screen display including a timeline having a demarcation for the beginning of each of the plurality of chapters of the video and having a marker corresponding to a current position in the video playback, the timeline assembled from the chapter titles, the chapter start times, and the location on the secure digital card (e.g., the internal storage of the Motorola Edge 2022, such as UFS and/or eMMC) of chapter preview images that correspond to the playable content stored as part of the metadata, and the on-screen display including one image for each of the plurality of chapters from the chapter preview images displayed in sequential order parallel to the timeline, wherein a focus identifier marks an image of a chapter corresponding to the current position within the continuous video playback. For example, during continuous playback of a video on the YouTube Mobile Application, a user can access several on-screen displays of the video's timeline. A first timeline is displayed as a red-and-gray bar at the bottom of the video, which displays the timeline of the entire video in sections. The red portions of the bar designate portions of the video that have already played, while the gray sections indicate sections of the video that have yet to play but have buffered. At least two other timelines are viewable in the video's description. A second timeline has a preview image for each chapter, along with the chapter's start time and its name. When the video is playing a particular chapter, the section of this timeline with the corresponding chapter preview image will be highlighted in a light-gray color. The focus identifier (i.e., a small, red dot on the video bar) is located in the corresponding chapter currently playing while the preview image in the video's description is highlighted. A third timeline – also available in the video's description – is a vertical list of the chapters' start times and names.



80. The Motorola Edge 2022, through the YouTube Mobile Application, The Samsung Galaxy S22, through the YouTube Mobile Application, comprises a non-transitory computer readable medium storing instruction thereon, as well as at least one processor, configured to receive a selection of one of the chapter preview images as chapter skip input during the continuous playback of the video. For example, during continuous playback of a video on YouTube’s Mobile Application, a user can skip forward or backward in the video by selecting a chapter in one of the video timelines that has corresponding chapter preview images (e.g., skipping from Chapter “Sunrise” to Chapter “The Same Test From A Different Angle”, as shown below):

3:32 [Icons]

0:20 / 14:12 · Sunrise >

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### Description

**4.5K**  
Likes

**118,919**  
Views

**Dec 16**  
2022

Ship 24 tested its flaps, Booster 9 rolled out to the launch site for cryo testing with an all new design, and the Ship QD arm was retracted and extended back in place.

Ship 24 Static Fire - <https://youtu.be/bRmhHsAhrSQ>

Video and Pictures from Nic (@nicansuini), Nor ...more

### Chapters

[VIEW ALL](#)

Chapter Title	Start Time
Sunrise	0:00
Ship 24 Flap Test	0:30
The Same Test From a Different Angle	1:04
Ship QD Arm Movement	1:41

81. The Motorola Edge 2022, through the YouTube Mobile Application, comprises a non-transitory computer readable medium storing instruction thereon, as well as at least one processor, configured to move the at least one image from each chapter one position along the line with respect to the focus identifier, according to the chapter skip input, wherein the one image is moved to the left when the chapter skip input indicates a skip forward and wherein the one image is moved to the right when the chapter skip input indicates a skip backward. For example, a user on the YouTube Mobile Application can select to skip forward or backward in a video by clicking on one of the preview images in the chapter timeline, where the preview image corresponds to the chapter to which the user is skipping. If the user clicks on an image to the right of the chapter currently playing on the chapter timeline, the video skips forward. Alternatively, if the user clicks on an image to the left of the image of the chapter currently playing on the chapter timeline, the video skips backwards. The focus identifier (i.e., the red dot on the video playback in the figure above) moves accordingly. In response to skipping forward in the video, the selected video chapter preview image is oriented in the center of the chapter timeline and is highlighted in a light-gray color:

3:32

1:04 / 14:12 - The Same Test From a Different Angle >

### Description

**4.5K**  
Likes

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Views

**Dec 16**  
2022

Ship 24 tested its flaps, Booster 9 rolled out to the launch site for cryo testing with an all new design, and the Ship QD arm was retracted and extended back in place.

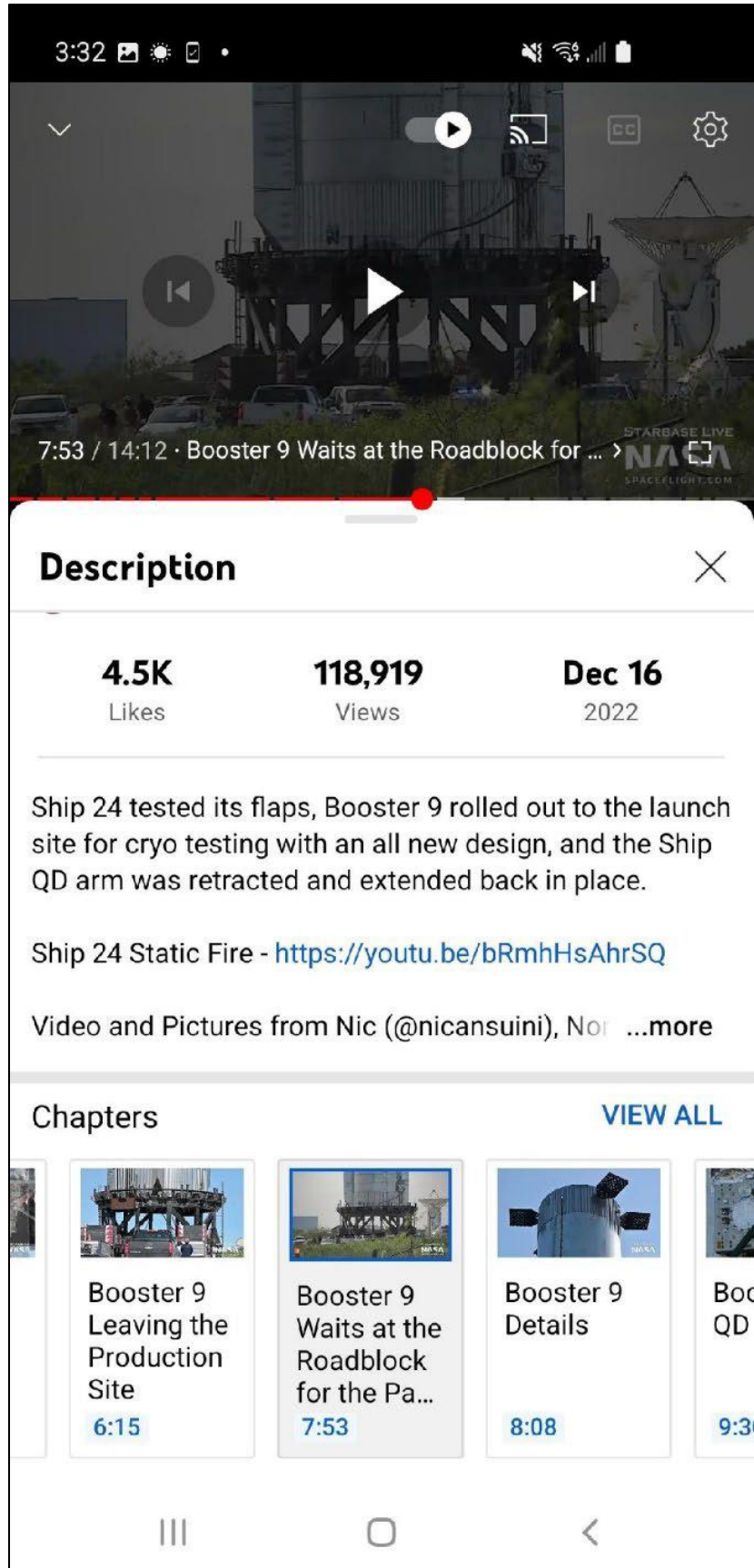
Ship 24 Static Fire - <https://youtu.be/bRmhHsAhrSQ>

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### Chapters

[VIEW ALL](#)

- Ship 24 Flap Test  
0:30
- The Same Test From a Different Angle  
1:04
- Ship QD Arm Movement  
1:41
- QD Mo for Bea  
2:00



3:32 [Icons] [Icons]

7:53 / 14:12 · Booster 9 Waits at the Roadblock for ... > STARGASE LIVE NASA SPACEFLIGHT.COM

### Description

**4.5K**  
Likes

**118,919**  
Views

**Dec 16**  
2022

Ship 24 tested its flaps, Booster 9 rolled out to the launch site for cryo testing with an all new design, and the Ship QD arm was retracted and extended back in place.

Ship 24 Static Fire - <https://youtu.be/bRmhHsAhrSQ>

Video and Pictures from Nic (@nicansuini), Nor ...more

### Chapters

[VIEW ALL](#)

- Booster 9 Leaving the Production Site 6:15
- Booster 9 Waits at the Roadblock for the Pa... 7:53
- Booster 9 Details 8:08
- Booster 9 QD 9:30

82. The Motorola Edge 2022, through the YouTube Mobile Application, comprises a non-transitory computer readable medium storing instruction thereon, as well as at least one processor, configured for skipping playback of the video to a chapter identified by the focus identifier such that the video playback continues from the position of the chapter identified by the focus identifier. For example, a user using the YouTube Mobile Application can also skip chapters by moving the focus identifier (i.e., the red dot on the video playback) to the right or to the left (i.e., forward or backward in the video, respectively). The focus identifier's position corresponds to the chapter currently playing in the video.

83. Defendants have and continue to indirectly infringe one or more claims of the '300 Patent by knowingly and intentionally inducing others, including Lenovo customers and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, selling and/or importing into the United States products that include infringing technology, such as smartphones, tablets, and smart televisions.

84. Defendants, with knowledge that these products, or the use thereof, infringe the '088 Patent at least as of the date of the Original Complaint, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '300 Patent by providing these products to end users for use in an infringing manner. Alternatively, on information and belief, Defendants have adopted a policy of not reviewing the patents of others, including specifically those related to Defendants' specific industry, thereby remaining willfully blind to the Patent-in-Suit at least as early as the issuance of the Patents-in-Suit.

85. Defendants have induced infringement by others, including end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '300 Patent, but while remaining willfully

blind to the infringement. Defendants have and continue to induce infringement by its customers and end-users by supplying them with instructions on how to operate the infringing technology in an infringing manner, while also making publicly available information on the infringing technology via Defendants' website, product literature and packaging, and other publications.<sup>23</sup>

86. Truesight has suffered damages as a result of Defendants' direct and indirect infringement of the '300 Patent in an amount to be proven at trial.

87. Truesight has suffered, and will continue to suffer, irreparable harm as a result of Defendants' infringement of the '300 Patent, for which there is no adequate remedy at law, unless Defendants' infringement is enjoined by this Court.

**COUNT IV**  
**(Infringement of the '749 Patent)**

88. Paragraphs 1 through 18 are incorporated by reference as if fully set forth herein.

89. Truesight has not licensed or otherwise authorized Defendants to make, use, offer for sale, sell, or import any products that embody the inventions of the '749 Patent.

90. Defendants have and continue to directly infringe the '749 Patent, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, selling, and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '749 Patent. Such products smartphones and tablets, including, but not limited to, the Motorola Edge 2022, among other Lenovo products.

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<sup>23</sup> See, e.g., Motorola Edge 2022 User Guide, available at: <https://en-us.support.motorola.com/ci/fattach/get/82183041/1695655037/redirect/1/session/L2F2LzEvdGltZS8xNzE5NTk3NTQxL2dlbi8xNzE5NTk3NTQxL3NpZC9mVTZBYmpYeUw4STFXUGpmJTdFQ3dDVlQ5YVF0bVZvWUhfFaUlpJTdFdXFFYTRrNjBLcTVyM0lxbFhUNlFndU5fY05zMmNUZU1fQmRCazhMQXY1T08lN0VvZXBIRVkwMyU3RVJ3OFZaTFE2NThRRVF4T1B6dHprVHF0ZVIIM09IUSUyMSUyMQ==/filename/motorola+edge+2022.NA+Retail.Android13.UG.en-US.SSC8D64392-C.pdf>.

91. For example, Defendants have and continue to directly infringe at least claim 1 of the '749 Patent by making, using, offering to sell, selling, and/or importing into the United States products that include smartphones and tablets, including, but not limited to, the Motorola Edge 2022, among other Lenovo products.

92. The Motorola Edge 2022, equipped with a UFS 3.1 memory module, performs a method for generating a virtual secure digital (SD card).

93. The Motorola Edge 2022, equipped with UFS 3.1 Memory module, comprises a non-transitory computer readable medium configured to store instructions that, when executed, cause at least one processor to read a media key block and media identification for an SD card. For example, during configuration of secure storage, media keys and media identification are loaded and read. By way of further example, when a video is loaded into memory on a Lenovo device, a Digital Rights Management (“DRM”) module loads and reads media keys as well as media identification and metadata related to DRM.

94. The Motorola Edge 2022, equipped with a UFS 3.1 Memory module, comprises a non-transitory computer readable medium configured to store instruction that, when executed cause at least one processor to store the media key block and the media identification. For example, prior to playback, the Motorola Edge 2022 stores media key blocks and media identification. This information can be stored on the UFS 3.1 Memory module.

95. The Motorola Edge 2022, equipped with a UFS 3.1 Memory module, comprises a non-transitory computer readable medium configured to store instruction that, when executed cause at least one processor to create a file system for secure data on a storage device for storage of secure data corresponding to a secure data area of the SD card (e.g., a storage module). For example, the Motorola Edge 2022 creates file systems for secure storage (e.g., a “Secure File



System”) on a storage device (e.g., on eMMC and/or UFS memory). This file system (e.g., a portion of the RPMB partition) corresponds to the secure area of an SD card (e.g., a storage module).

96. The Motorola Edge 2022, equipped with UFS 3.1 Memory module, comprises a non-transitory computer readable medium configured to store instruction that, when executed cause at least one processor to create a file system for user data on the storage device for storage of user data corresponding to a user data area of the SD card (e.g., storage module), wherein a size of the file system for secure data is determinant on a size of the file system for user data, the determination based on a lookup table providing a relationship between the sizes. For example, the Motorola Edge 2022 creates file systems for user data (e.g. the media itself such as encrypted DRM protected media). This information is stored along with user data on the storage of the eMMC / UFS storage. By way of further example, the Android Trusty TEE Secure File system utilized by Motorola Edge 2022 includes the capability to create superblocks, which can dynamically grow the size of the secure file system based on the size of the unsecured user content.

97. Defendants have and continue to indirectly infringe one or more claims of the ’749 Patent by knowingly and intentionally inducing others, including Lenovo customers and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, selling and/or importing into the United States products that include infringing technology, such smartphones, tablets, and smart televisions.

98. Defendants, with knowledge that these products, or the use thereof, infringe the ’749 Patent at least as of the date of the Original Complaint, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the ’749 Patent by providing these products to end users for use in an infringing manner. Alternatively, on

information and belief, Defendants have adopted a policy of not reviewing the patents of others, including specifically those related to Defendants' specific industry, thereby remaining willfully blind to the Patent-in-Suit at least as early as the issuance of the Patents-in-Suit.

99. Defendants have induced infringement by others, including end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '749 Patent, but while remaining willfully blind to the infringement. Defendants have and continue to induce infringement by its customers and end-users by supplying them with instructions on how to operate the infringing technology in an infringing manner, while also making publicly available information on the infringing technology via Defendants' website, product literature and packaging, and other publications.<sup>24</sup>

100. Truesight has suffered damages as a result of Defendants' direct and indirect infringement of the '749 Patent in an amount to be proven at trial.

101. Truesight has suffered, and will continue to suffer, irreparable harm as a result of Defendants' infringement of the '749 Patent, for which there is no adequate remedy at law, unless Defendants' infringement is enjoined by this Court.

### **DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury for all issues so triable.

### **PRAYER FOR RELIEF**

WHEREFORE, Truesight prays for relief against Defendants as follows:

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<sup>24</sup> See, e.g., Motorola Edge 2022 User Guide, available at: <https://en-us.support.motorola.com/ci/fattach/get/82183041/1695655037/redirect/1/session/L2F2LzEvdGltZS8xNzE5NTk3NTQxL2dlbi8xNzE5NTk3NTQxL3NpZC9mVTZBYmpYeUw4STFXUGpmJTdFQ3dDVlQ5YVF0bVZvWUhfFaUlPJTdFdXFFYTRrNjBLcTVyM0lxbFhUNIFndU5fY05zMmNUZU1fQmRCazhMQXY1T08lN0VvZXBIRVkwMyU3RVJ3OFZaTFE2NThRRVF4T1B6dHprVHF0ZVIIM09IUSUyMSUyMQ==/filename/motorola+edge+2022.NA+Retail.Android13.UG.en-US.SSC8D64392-C.pdf>.

- a. Entry of judgment declaring that Defendants have directly and/or indirectly infringed one or more claims of each of the Patents-in-Suit;
- b. An order pursuant to 35 U.S.C. § 283 permanently enjoining Defendants, their officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them, from further acts of infringement of one or more of the Patents-in-Suit;
- c. An order awarding damages sufficient to compensate Truesight for Defendants' infringement of the Patents-in-Suit, but in no event less than a reasonable royalty, together with interest and costs;
- d. Entry of judgment declaring that this case is exceptional and awarding Truesight its costs and reasonable attorney fees under 35 U.S.C. § 285; and
- e. Such other and further relief as the Court deems just and proper.

Dated: July 8, 2024

Respectfully submitted,

/s/ Vincent J. Rubino, III

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