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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION**

PANTECH CORPORATION and PANTECH
WIRELESS, LLC,

Plaintiffs,

v.

LG ELECTRONICS INC., and LG
ELECTRONICS U.S.A., INC.,

Defendants.

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) Case No. 5:22-cv-00113
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JURY TRIAL DEMANDED

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DEFENDANTS' MOTION TO DISQUALIFY MAYER BROWN LLP

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I. INTRODUCTION

Mayer Brown has conflicts of interest under Texas Rule of Professional Conduct 1.09 and ABA Rules 1.9-1.10, which preclude it from representing Plaintiffs Pantech Corporation and Pantech Wireless, LLC (collectively, “Pantech”) in this matter. At least six members of the Mayer Brown team previously represented Defendants LG Electronics Inc. and LG Electronics U.S.A., Inc., (collectively, “LGE”) in substantially related matters for over seven years.

LGE repeatedly entrusted Mayer Brown with highly sensitive privileged and confidential information regarding LGE’s technologies, products, financials, business practices, litigation strategies, and licensing policies that are relevant here (collectively “LGE Confidential Information”).¹ LGE should not be forced to litigate this case against its former counsel privy to confidential information that may be used to LGE’s disadvantage and Pantech’s advantage. Despite multiple requests, Mayer Brown has refused to withdraw and should be disqualified.

II. FACTUAL BACKGROUND

Pantech filed this action on September 2, 2022, asserting seven patents related to smartphones and cellular communications—including five purported standard essential patents (“SEPs”) allegedly relating to LTE and 5G—against LGE cellular devices including, among others, the LG Phoenix, LG V40, LG V35, LG V20, LG G7, LG G Pad, LG G Pad X, LG G Pad II, LG G Pad 7.0 LTE, and LG Stylo 3 Plus. Dkt. 1 (“Compl.”) ¶¶ 11-13.

A. Pantech’s Counsel Represented LGE for Over Seven Years, Including in Multiple Matters Involving the Same and Substantially Related Technologies and Issues, and Had Access to Relevant LGE Confidential Information

Multiple members of the Mayer Brown team spent over seven years representing LGE on patent litigation matters—many of which involved smartphone/cellular technology and alleged

¹ Copies of the underlying LGE Confidential Information disclosed to Mayer Brown are available for under seal *in camera* inspection by the Court at the Court’s request.

SEPs just like the instant case. Jamie Beaber represented LGE from at least 2012-2020 in at least eight matters. Declaration of Hojun Suh (“Suh”) ¶ 4. While Mr. Beaber did not bill for his time as part of a billing arrangement, he served as lead counsel in these matters, was intimately involved in each of them, and was the primary point of contact. *Id.* James “Tripp” Fussell, Pantech’s apparent lead counsel here, likewise served as long-term counsel for LGE and handled a dozen patent matters on LGE’s behalf for over a decade, spanning his time at both Mayer Brown and Fish & Richardson. *Id.* ¶ 6. Other members of the Mayer Brown team representing Pantech here, including Saqib Siddiqui, Tiffany Miller, Baldine Paul, and Graham M. Buccigross, also represented LGE on substantially related matters. *Id.* ¶ 5. Collectively, these attorneys representing Pantech in the present case adverse to LGE previously spent thousands of hours representing LGE on similar patent matters and had access to volumes of LGE Confidential Information. *Id.* ¶¶ 5-16.

Among the matters on which these Mayer Brown attorneys represented LGE, at least the following are substantially related to the instant case brought by Pantech. *See* Suh ¶¶ 3-18; Declaration of Soo Hong (“Hong”) ¶¶ 2-18.

Former LGE Matter	Approximate Dates of Representation	Products at issue in prior litigation and accused by Pantech	Pantech Counsel Involved in Past Matter
			Jamie Beaber Tripp Fussell Baldine Paul Tiffany Miller Saqib Siddiqui Graham Buccigross
<i>Cellular Comm’s Equip. v. LG Electronics, Inc.</i> , Nos. 6:13-cv-00508, 6:14-cv-00982, 6:16-cv-00365 (E.D. Tex.) (“CCE”) (Exs. 1-6)	June 2013 – Aug. 2016	4G LTE enabled devices, including the LG G Pad 7.0 LTE and others	Jamie Beaber Baldine Paul Tiffany Miller Saqib Siddiqui
<i>Core Wireless Licensing v. LG Electronics, Inc.</i> , No. 2:14-cv-00911 (E.D. Tex.)	Sept. 2014 –	Communication devices including the LGE G Pad 7.0 LTE	Jamie Beaber

("Core Wireless") (Exs. 7-8)	Nov. 2020 ²	and others	
<i>Mobile Tele. Tech. v. LG Electronics, Inc.</i> , No. 2:13-cv-00947 (E.D. Tex.) ("MTT") (Exs. 9-10)	Nov. 2013 – Mar. 2016	Network operation centers and mobile units, including LG Phoenix and others	Jamie Beaber Tiffany Miller
<i>Jenam Tech, LLC v. LG Electronics, Inc.</i> , No. 4:19-cv-00249 (E.D. Tex.) ("Jenam") (Exs. 11-12)	Apr. 2019 – Jan. 2020 ³	Smartphone and tablets, including the LG V40, V35, G7 series, LG G Pad, G Pad X, and G Pad II and others	Jamie Beaber Tiffany Miller Baldine Paul Saqib Saddiqui

Each of these matters involved smartphones/cellular technology and products accused of infringement that are also accused in Pantech's Complaint here.⁴ During those past representations of LGE, Mayer Brown thus gained access to relevant LGE technical, financial, and marketing information for products here accused of infringing Pantech's patents, along with LGE Confidential Information pertaining to [REDACTED]. *See, e.g.*, Suh ¶¶ 15-16; Hong ¶¶ 11-18. In addition to that information, Mayer Brown had access to highly confidential schematics and source code for several accused products. *See, e.g.*, Hong ¶¶ 11-13. In addition, [REDACTED] and CCE matters involved alleged SEPs relating to the same cellular standards as those purportedly at issue here.⁵ And several patents-at-issue in these proceedings were asserted

² While Mr. Beaber never withdrew from the *Core Wireless* case prior to its natural termination in Nov. 2020, Mayer Brown's substantive work on the case terminated before that point. Suh ¶ 11.

³ Mr. Beaber also never withdrew from the *Jenam* case prior to its natural termination in June 2020, but Mayer Brown ceased working on the matter in January 2020. *See* Suh ¶ 18.

⁴ In addition to the matters listed above, Mayer Brown represented LGE on at least three other patent cases related to cell phone technology: *CyWee Group Ltd. v. LG Electronics, Inc.*, No. 3:17-cv-01102 (S.D. Cal.) ("CyWee") (Exs. 13-14) from 2017-2018; *Integrated Cir. Devices & Prods. Containing the Same*, ITC-337-TA-873 ("Integrated") (Exs. 15-16) from 2013-2016; and *Azure Networks, LLC v. MediaTek Inc.*, No. 6:12-cv-00252 (E.D. Tex.) ("Azure") (Exs. 17-18) from 2012-2013. Suh ¶ 4.

⁵ For example, U.S. Pats. 8,848,556, 8,868,060, 8,055,820, 8,385,966 and 6,810,019 at issue in CCE were declared essential to 3GPP TS 36.321, TS 36.331, TS 38.300, TS 36.213, and TS 36.321 standards (*see* Exs. 30-34)—many of the exact same technical specifications that Pantech alleges to be covered by asserted U.S. Pat. 9,854,545 (Compl. ¶¶ 15, 65). Similarly, U.S. Pat. 6,810,019

As another example, [REDACTED] Mayer Brown represented LGE [REDACTED]

from CCE was also declared essential to TS 38.331 (see Ex. 30), a standard purportedly covered by U.S. Pats. 9,854,545 and 9,136,924 asserted by Pantech (Compl. ¶¶ 15, 51, 59, 65).

[REDACTED]

More generally, Mayer Brown's work [REDACTED] included a detailed examination of LGE's products, including whether and how LGE products implemented certain technical standards or optional features of those standards. *Id.* ¶ 15. As part of that process, Mayer Brown conducted interviews with LGE in-house personnel, suppliers, and partners, and was provided access to confidential details concerning LGE hardware, software, and source code. *Id.* Moreover, LGE provided Mayer Brown with confidential financial and market information for specific LGE product lines, confidential business information for LGE's various LTE, UMTS, CDMA, and GSM product lines, and sales information for particular LGE products accused in the present action. Suh ¶ 16. Furthermore, as part of its work [REDACTED] Mayer Brown learned the intimate details of [REDACTED], including the confidential details of [REDACTED] licenses, several of which included [REDACTED]. Suh ¶ 16; Hong ¶ 18.

B. Engagement Letters

None of the engagement letters for the above matters contains a waiver regarding any litigation brought by Pantech against LGE. For example, the engagement letters for the [REDACTED] matters do not contain any form of meaningful waiver. Exs. 19-21.

After [REDACTED] LGE decided to end its relationship with Mayer Brown, and gradually transitioned it off all LGE matters. Suh ¶ 17. The last time LGE retained Mayer Brown was during the subsequent *Jenam* matter, [REDACTED] Mayer Brown provided a draft engagement letter to LGE on July 17, 2019, seeking a sweeping waiver [REDACTED] LGE rejected the proposal on July 24, 2019, finding the waiver to be unacceptable. Kim ¶ 5 (citing Ex. 23 at 2).

[REDACTED]

LGE and Mayer Brown corresponded regarding the scope of the waiver multiple times. Ex. 23. On September 12, 2019, Mayer Brown provided a subsequent draft with a more limited waiver permitting Mayer Brown to represent only [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]” Ex. 24 at 3.⁶ LGE signed the revised waiver on September 16, 2019. Kim ¶ 7. The *Jenam* letter does not mention Pantech.

C. During Pre-Litigation Discussions, LGE Refused to Negotiate with Mayer Brown Due to the Conflict and Instead Dealt Directly with Pantech

LGE learned of Mayer Brown’s representation of Pantech after Pantech [REDACTED] [REDACTED] in November and [REDACTED] in December 2020. Kim ¶ 8. Following preliminary communications with Pantech where LGE stated that it did not want Mayer Brown involved in January 2021 and formally objected to Mayer Brown’s involvement in March 2021, LGE wrote to Mayer Brown on April 7, 2021 and informed it that representing Pantech in the licensing matter adverse to LGE presented a conflict of interest because of overlapping factual and legal issues with its prior work for LGE (Kim ¶ 9), and its knowledge of relevant LGE Confidential Information. Ex. 26 at 4.

Mayer Brown responded on April 20, 2021, contending that the “engagement/waiver letter for the *Jenam* matters” waived the conflict, and that the Pantech matter was not substantially related to any matter where Mayer Brown represented LGE within the last five years. *Id.* at 3.

⁶ That provision was in addition to paragraph A.9.5 of the International Terms of Business provided to LGE by Mayer Brown, but to the extent there was a conflict between the engagement letter and the International Terms, [REDACTED]. Ex 24 at 3. The International Terms, for their part, state that the firm “may now or in the future without your consent act for your competitors, adverse parties or our other clients whose interests are or may be opposed to or in conflict with yours or your Affiliates in matters not substantially related to Particular Matters we are handling for you.” Ex. 25 at A.9.5.

[REDACTED]

LGE responded on April 28, 2021 rejecting the notion that it had waived the conflict arising from Mayer Brown's representation of Pantech here, and explaining that [REDACTED]

[REDACTED]

[REDACTED]

Mayer Brown responded on April 28, 2021, with a conclusory assertion that [REDACTED] was not substantially related. Regarding the provisions in the *Jenam* letter [REDACTED] Mayer Brown argued (without merit) that those provisions were irrelevant because "IdeaHub/Pantech were clients of MB and adverse to LGE before LGE executed [the *Jenam*] waiver (and, in fact, were noted in the earlier version of the joint representation agreement and discussed with Mr. Chang Kim by phone)." *Id.* at 2.

LGE responded on April 30, 2021, reiterating that [REDACTED] and Pantech matters are substantially related, Mayer Brown had obtained relevant LGE Confidential Information during [REDACTED], LGE did not waive the Pantech conflict in the *Jenam* engagement letter, and LGE would never have agreed to do so. *Id.* at 1-2. Indeed, Mayer Brown never discussed Pantech with Mr. Chang Kim when negotiating the waiver in the *Jenam* engagement letter. Kim ¶ 6.

On April 30, 2021, Mayer Brown repeated its assertion that the Pantech and [REDACTED] matters were not substantially related. But instead of citing the language in the *Jenam* engagement letter that it had relied on previously, Mayer Brown pivoted to a newly-minted position that paragraph A9.5 of the firms International Terms of Business waived the conflict. Ex. 26 at 1.

Following that April 2021 exchange, LGE ceased communicating with Mayer Brown, and instead communicated directly with Pantech due to Mayer Brown's conflict. Kim ¶ 10.

D. Mayer Brown Has Refused to Withdraw from the Litigation

Following a breakdown in licensing negotiations directly between LGE and Pantech, Pantech filed the present action on September 2, 2022, represented by Mayer Brown adverse to

After investigating Mayer Brown's conflict of interest, Ropes & Gray sent a letter on Dec. 27, 2022, demanding that Mayer Brown withdraw here as Pantech's counsel adverse to LGE. Ex. 27. Brown responded on Dec. 8, 2022 and falsely asserted that it had "not represented LGE to any substantive patent matters for more than five years," that the *Jenam* and [REDACTED] matters did not involve LGE Confidential Information, and that the *Jenam* engagement permitted it to represent Pantech. Ex. 28 at 1-2.

III. LEGAL STANDARDS

Texas Rule 1.09 sets out an attorney's duties to former clients. Rule 1.09(a) states:

(a) Without prior consent, a lawyer who personally has formerly represented a client in a matter shall not thereafter represent another person in a matter adverse to the former client:

- (1) in which such other person questions the validity of the lawyer's services or work product for the former client;
- (2) if the representation in reasonable probability will involve a violation of Rule 1.05; or
- (3) if it is the same or a substantially related matter.

Analogous provisions appear in ABA Rule 1.9, and the Fifth Circuit has acknowledged that “ABA Rule 1.9 is identical to Texas Rule 1.09 in all important respects[.]” *Am. Airlines*, 972 F.2d at 615 n.2 (focusing on Texas Rules due to their similarity to ABA Rules regarding former clients).

Two prongs of the Texas Rule are relevant here. First, the Texas Rule explicitly bars the reasonably probable use of a former client’s confidential information to the disadvantage of that client. Specifically, Texas Rule 1.09(a)(2), which incorporates Texas Rule 1.05, bars representation of an adverse party “if the representation in reasonable probability will involve a violation of [the attorney’s confidentiality obligations in] Rule 1.05.” In other words, the Texas Rule “prohibits a lawyer’s use of confidential information obtained from a former client to that former client’s disadvantage.” *Am. Airlines*, 972 F.2d at 615. ABA Rule 1.9(b)(2) similarly precludes lawyers from using previously obtained confidential information against a former client.

Second, even absent specific confidential information from past representations being misused, Texas Rule 1.09(a)(3) prevents lawyers from becoming adverse to former clients in “the same or a substantially related” matter. As explained in the commentary, the “substantially related” prong “primarily involves situations where a lawyer ***could have acquired*** confidential information concerning a prior client that ***could be used*** either to that prior client’s disadvantage or for the advantage of the lawyer’s current client or some other person. It thus largely overlaps the prohibition contained in paragraph (a)(2) of this Rule.” Texas Rule 1.09 cmt. 4B (emphasis added). Analogous provisions appear in ABA Rule 1.9(a), with the commentary describing matters as

“substantially related . . . if there otherwise is a substantial risk that confidential factual information as would normally have been obtained in the prior representation would materially advance the client’s position in the subsequent matter.” ABA Rule 1.9 cmt. 3. If a matter is substantially related, an irrebuttable presumption arises that confidential information and secrets were conveyed to the lawyer during the prior representation. *Am Airlines*, 972 F.2d at 614.

When determining whether matters are substantially related, courts consider the facts and legal issues involved in the present case, as well as the “nature of the services the lawyer provided the former client and information that would in ordinary practice be learned by a lawyer providing such services.” ABA Rule 1.9 cmt. 3. The subject matter between two representations “does not need to be ‘relevant’ in the evidentiary sense to be ‘substantially related.’ It need only be akin to the present action in a way reasonable persons would understand as important to the issues involved.” *Am. Airlines*, 972 F.2d at 623. Under the Texas Rules, in particular, courts may also consider whether an attorney acted as long-term counsel and gained knowledge of the tactics that will be used in the litigation. *Texaco, Inc. v. Garcia*, 891 S.W.2d 255, 256-57 (Tex. 1995) (a firm must be disqualified when its partners represented the opposing party for seven years in cases involving “similar liability issues, similar scientific issues, and similar defenses and strategies”).

IV. MAYER BROWN SHOULD BE DISQUALIFIED

A. Mayer Brown Attorneys Had an Attorney-Client Relationship with LGE and Continue to Owe Duties to LGE as a Former Client

Mayer Brown represented LGE on at least [REDACTED] *Jenam*, *Core Wireless*, *MTT*, and *CCE* matters described in Section II.A, and is bound by the duties to former clients set forth in Texas Rule 1.09 and ABA Rule 1.9.⁷ Mayer Brown’s representation here of Pantech adverse to

⁷ During the April 2021 pre-litigation exchange, Mayer Brown at one point suggested Pantech was a *current* client adverse to LGE at the time it signed the *Jenam* letter on the basis that IdeaHub/Pantech was a client at that time. Ex. 26 at 2. This is contradicted by the *Jenam* letter,

B. Mayer Brown Has an Impermissible Conflict Because It Knows LGE Confidential Information Usable to LGE's Disadvantage in this Case

As discussed above in Section II.A, relevant LGE Confidential Information was revealed to Mayer Brown over the course of at least five litigations that spanned at least seven years. During [REDACTED] matter, for example, LGE revealed the details of its [REDACTED]

DEFENDANTS' MOTION TO DISQUALIFY MAYER BROWN– Page 11

██████████, and the details of ██████████ licenses relating to ██████████ ██████████. Suh ¶ 16. That information—including the approaches LGE used to value patents and the concessions made in prior negotiations—are easily used to LGE’s disadvantage during possible settlement negotiations, or any future proceeding with issues relating to SEPs, including damages. LGE also provided Mayer Brown with confidential technical and financial information about accused LGE products, and the methods used to implement certain standards. Suh ¶¶ 15-16; Hong ¶ 18; see § II.A. Indeed, as discussed in Section II.A, several of the same industry standards at issue here were also at issue in ██████████ and *CCE* matters. Other examples of relevant LGE Confidential Information include the highly confidential source code and service manuals provided to Mayer Brown as part of the *CCE*, ██████████ and *Jenam* matters, which included schematics and source code for accused products likely to be at issue for at least asserted Pantech patents 7,283,839 and 9,575,631. Hong ¶¶ 11-18; Suh ¶ 16; see § II.A. All of that Confidential Information is readily used to LGE’s disadvantage at various points in the proceeding, including claim construction and the preparation of contentions and expert reports related to infringement, invalidity, and damages.

Given the extent and nature of the LGE Confidential Information shared with Mayer Brown, there is a “reasonable probability” that some will be used—deliberately or inadvertently—to LGE’s disadvantage if Mayer Brown continues as Pantech’s counsel. See Texas Rule 1.09(a)(2). The remedy for that clear conflict of interest is disqualification. See *Am. Airlines*, 972 F.2d at 611.

C. Mayer Brown Also Has an Impermissible Conflict Because the Present Case Is Substantially Related to Its Past Representations of LGE

Mayer Brown must also be disqualified for the independent reason that the present case is “substantially related” to its past representations of LGE. See Texas Rule 1.09(a)(3); *Am. Airlines*, 972 F.2d at 615. The substantially related inquiry applies where the nature of the prior action is such that “a lawyer *could have acquired* confidential information concerning a prior client that

At minimum, ██████████ *CCE*, *Jenam*, *Core Wireless* and *MTT* matters are substantially related to the present case. Not only was there a substantial risk of Mayer Brown obtaining relevant LGE Confidential Information, but, as explained above, Mayer Brown in fact *did* obtain Confidential Information during the course of these prior matters that could be used to Pantech's benefit at several stages of the present litigation. *See* § IV.B. Additionally, the cases were directed to technology that significantly overlaps with the accused technology here (*see* § II.A)—creating a substantial risk of Mayer Brown having obtained yet further LGE Confidential Information that could be used to LGE's disadvantage. *See* Texas Rule 1.09 cmt. 4B; ABA Rule 1.9 cmt. 3. Because those cases are substantially related to the present case, an irrebuttable presumption is created that relevant confidential information was conveyed to Mayer Brown. *Am. Airlines*, 972 F.2d at 614.

As demonstrated by Mayer Brown’s shifting positions and repeated inability to point to an applicable waiver (*see* Sections II.C-D), there is no waiver—in the *Jenam* letter, the International Terms of Business, or anywhere else—that would apply to the present case. The alleged waiver in the *Jenam* letter applies only to [REDACTED]

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E. The Present Motion Is Timely

We are at the earliest stages of litigation: only the Complaint and LGE’s Partial Motion to Dismiss have been filed and no other discovery or hearings have taken place. LGE has also brought this motion promptly—less than four months from the filing of the Complaint and before any other substantive filings in the case. *Islander E. Rental Program v. Ferguson*, 917 F. Supp. 504, 507–08 (S.D. Tex. 1996) (no waiver where conflict raised just four months after action was initiated).

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[REDACTED]

[REDACTED]

F. The Appropriate Remedy Is Disqualification

By default, “when lawyers are or have become members of or associated with a firm, none of them shall knowingly represent a client if any one of them practicing alone would be prohibited from doing so.” Texas Rule 1.09(b); *see also* ABA Rule 1.10. At least six Mayer Brown attorneys named in Pantech’s Complaint (*see* § II.A) have conflicts of interest under Texas Rule 1.09(a) and ABA Rule 1.9 barring them from representing Pantech. No attempt has been made to screen out those attorneys, and their conflicts are imputed to the entire firm. Texas Rule 1.09(b).

The Court is to “balance the likelihood of public suspicion against a party’s right to counsel of choice,” and also consider the challenging party’s “reasonable expectations.” *Rembrandt Techs., LP v. Comcast Corp.*, No. 2:05-CV-443, 2007 WL 470631, at *4 (E.D. Tex., Feb. 8, 2007) (citation omitted). LGE reasonably expected Mayer Brown to adhere to its duty of loyalty—preventing Mayer Brown from becoming adverse to LGE in matters involving substantially related subject matter. Not disqualifying Mayer Brown would “raise public suspicion of the legal profession generally, and cause the public to question the extent of an attorney’s loyalty to his client and whether information given to an attorney is truly confidential.” *Islander*, 917 F. Supp. at 514. These concerns far outweigh Pantech’s choice of counsel, particularly given the infancy of this case and Pantech’s decision to continue working with Mayer Brown after learning of the conflict.

V. CONCLUSION

LGE respectfully requests that the Court grant this Motion and enter an order disqualifying Mayer Brown and requiring Plaintiffs to take steps to ensure that any LGE Confidential Information that Mayer Brown may possess is not utilized in this case to Pantech’s advantage, or LGE’s disadvantage. LGE respectfully requests oral argument on this motion.

Respectfully submitted,

/s/ Jennifer H. Doan

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing document is being served via email on counsel of record on this the 30th day of December 2022.

/s/ Jennifer H. Doan
Jennifer H. Doan

CERTIFICATE OF CONFERENCE

Pursuant to Local Rule CV-7(h), the undersigned certifies that James L. Davis, Jr., counsel for LGE, met and conferred with Jamie B. Beaber, James A. Fussell, III, and Geoffrey Culbertson counsel for Plaintiffs on December 26, 2022. Discussions have conclusively ended in an impasse, leaving an open issue for the court to resolve. Counsel for Plaintiffs is opposed to the relief requested herein.

/s/ James L. Davis, Jr.
James L. Davis, Jr.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION

PANTECH CORPORATION AND PANTECH
WIRELESS, LLC,

Plaintiffs,

v.

LG ELECTRONICS INC., AND LG
ELECTRONICS U.S.A., INC.,

Defendants.

Civil Action No. 5:22-CV-00113

JURY TRIAL DEMANDED

[REDACTED]

DECLARATION OF CHANG KIM

1. My name is Chang Kim. I am IP General Counsel for Zenith Electronics, LLC, a U.S. affiliate of LG Electronics Inc. ("LGE"), and have been in that role since 2015. Between 2013 and 2015, I worked directly for LGE in the same role. I have personal knowledge of the facts herein, and if called to testify, I would testify to the facts stated herein.

2. In my role at LGE, I was involved in the *Jenam Tech, LLC v. LG Electronics, Inc.*, No. 4:19-cv-00249 (E.D. Tex.) ("*Jenam*") case that took place between 2016 and 2017, and was part of the LGE team responsible for overseeing the work performed by Mayer Brown for LGE in connection with that matter. I was also directly involved in the discussions with Mayer Brown regarding the scope of the waiver included in the *Jenam* engagement letter, and I was the one who signed the *Jenam* engagement letter on behalf of LGE. See Ex. 24 ("Sept. Engagement Letter").

3. I am aware of the pre-litigation discussions between LGE and Pantech that took place between 2020 and 2022, and have reviewed the emails exchanged between LGE and Mayer

[REDACTED]

Brown regarding the conflict of interest arising from Mayer Brown's attempt to represent Pantech adverse to LGE during those discussions. *See* Ex. 26 ("Licensing Emails").

4. [REDACTED]

[REDACTED]

[REDACTED]

5. Mayer Brown provided a draft engagement letter for the *Jenam* matter to LGE on July 17, 2019. *See* Ex. 23 ("Engagement Emails") at 3. In that draft engagement letter, Mayer Brown included a broad waiver [REDACTED]

[REDACTED]

[REDACTED] LGE rejected the proposal on July 24, 2019, and explained to Mayer Brown that the waiver was unacceptable. *See* Engagement Emails at 2.

6. LGE and Mayer Brown proceeded to negotiate the scope of the waiver to be included in the *Jenam* engagement letter. As part of those negotiations, I spoke directly with Jamie Beaber over the phone. I do not recall Mr. Beaber ever stating that Mayer Brown was representing Pantech or IdeaHub, or that Mayer Brown was actively working on matters adverse to LGE, or that Mayer Brown was working on matters where Mayer Brown would be adverse to LGE.

7. On September 12, 2019, Mayer Brown provided a subsequent draft with a more limited waiver. The revised letter permitted Mayer Brown to represent only [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Sept. Engagement Letter at 3. [REDACTED]

[REDACTED]
[REDACTED] LGE agreed to the modified terms, and signed the revised waiver on September 16, 2019.

8. LGE learned of Mayer Brown's representation of Pantech after Pantech copied Mayer Brown on correspondence with LGE in November of 2020. Mayer Brown later contacted LGE on behalf of Pantech in December 2020 to discuss licensing Pantech's patent portfolio. *See* Licensing Emails at 4-5.

9. LGE stated that it did not want Mayer Brown involved in the licensing negotiations in January 2021, and formally objected to Mayer Brown's involvement in March 2021. Following those preliminary conversations, LGE wrote to Mayer Brown on April 7, 2021 and insisted that there was a conflict. *Id.* at 4. Mayer Brown disagreed, and the parties exchanged several further emails on the subject. *Id.* at 1-3.

10. LGE and Mayer Brown could not come to an agreement regarding the conflict of interest posed by its representing Pantech during the license negotiations, and each side remained firm in their respective positions. *Id.* at 1. After reaching an impasse, LGE ceased communicating with Mayer Brown and instead communicated directly with Pantech.

11. Pantech filed the present action on September 2, 2022, represented by Mayer Brown. LGE requested an extension of time, and subsequently retained Ropes & Gray as counsel on October 24, 2022.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: December 29, 2022

By:


Chang Kim

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION

PANTECH CORPORATION AND PANTECH
WIRELESS, LLC,

Plaintiffs,
v.

LG ELECTRONICS INC., AND LG
ELECTRONICS U.S.A., INC.,

Defendants.

Civil Action No. 5:22-CV-00113

JURY TRIAL DEMANDED

DECLARATION OF HOJUN SUH

1. My name is Hojun Suh. I am a Patent Licensing Manager for LG Electronics Inc. (LGE) and have been in that role since February 2008. I have personal knowledge of the facts herein, and if called to testify, I would testify to the facts stated herein.

2. In my role at LGE, I was involved in [REDACTED]
[REDACTED]
[REDACTED] and was part of the LGE team responsible for overseeing the work performed by Mayer Brown for LGE in connection with that matter.

3. I have reviewed certain docket entries, billing records, case materials, and internal LGE materials for [REDACTED] and each of the seven matters listed below to which Mayer Brown also had access, and am prepared to speak on them on behalf of LGE.

- *Azure Networks, LLC v. MediaTek Inc.*, No. 6-12-cv-00252 (E.D. Tex.) (“*Azure*”)

- *Integrated Circuit Devices and Products Containing the Same*, ITC-337-TA-873 (“*Integrated*”)
- *Mobile Tele. Tech. v. LG Electronics*, No. 2:13-cv-00947 (E.D. Tex.) (“*MTT*”)
- *Cellular Comm’s. Equip. v. LG Electronics*, Nos. 6:13-cv-00508, 6:14-cv-00982, 6:16-cv-00365 (E.D. Tex.) (“*CCE*”)
- *Core Wireless Licensing v. LG Electronics, Inc.*, No. 2:14-cv-00911 (E.D. Tex.) (“*Core Wireless*”)
- *CyWee Group Ltd. v. LG Electronics, Inc.*, No. 3:17-cv-01102 (S.D. Cal.) (“*CyWee*”)
- *Jenam Tech, LLC v. LG Electronics, Inc.*, No. 4:19-cv-00249 (E.D. Tex.) (“*Jenam*”)

At least [REDACTED], *MTT*, *CCE*, *Core Wireless*, and *Jenam* matters involved technology and products accused of infringement that are also accused in Pantech’s Complaint here. And in at least these five matters, Mayer Brown had access to highly sensitive privileged and confidential information regarding LGE’s technologies, products, financials, business practices, litigation strategies, and licensing policies that are relevant in the Pantech matter.

4. The eight matters listed above, including [REDACTED] [REDACTED] took place between 2012 and 2020. As explained in greater detail below, at least the [REDACTED] *MTT*, *CCE*, *Core Wireless*, and *Jenam* matters involved products and technologies at issue in the present Pantech case. Jamie Beaber worked on all those matters, including [REDACTED] [REDACTED]. As part of the billing arrangement for those matters, Mr. Beaber did not normally bill for his own time spent on the matters, but he was the lead attorney and primary point of contact for LGE on each of those matters. During that time, Mr. Beaber was first affiliated with Steptoe & Johnson LLP, and was later affiliated with Mayer Brown LLP.

5. Other members of the Mayer Brown team representing Pantech who previously worked for LGE on at least one the matters listed above include Saqib Siddiqui, Tiffany Miller, Baldine Paul, Graham M. Buccigross, and James “Tripp” Fussell. Each of these attorneys is named on the face of the Pantech Complaint here. Collectively, these attorneys now representing Pantech adverse to LGE spent thousands of hours representing LGE on the eight listed matters. For example, based on billing records related to [REDACTED] *Mobile Tele Tech*, and *Cellular Comm’s Equip* matters alone, the Mayer Brown attorneys named on the Pantech Complaint billed at least the following hours performing work for LGE:

Pantech Counsel that Previously Represented LGE	[REDACTED]	MTT	CCE	Total
Jamie Beaber	[REDACTED]			
James “Tripp” Fussell				
Baldine Paul				
Graham Buccigross				
Saqib Siddiqui				
Tiffany Miller				

Multiple additional Mayer Brown attorneys represented LGE in these matters, but are not named on the Pantech Complaint. It is unclear if these other Mayer Brown attorneys are also working on the Pantech matter, but not named in the Complaint.

6. Mr. Fussell also represented LGE on several additional patent matters from 2008-2014 during his prior work at Fish & Richardson. Those include at least the following:

- *Ogma, LLC v. 3M Company et al*, No. 2:11-cv-00178-JRG (E.D. Tex)
- *LG Electronics, Inc. v. Petters Group Worldwide, LLC et al*, No. 5:08-cv-00163-DF-CMC (E.D. Tex.)
- *Intellectual Capital Holdings Limited v. LG Electronics USA, Inc. et al*, No. 5:08-cv-00177-DF-CMC (E.D. Tex.)

- *Vizio, Inc. v. LG Electronics Inc. et al*, No. 1:09-cv-01481-BEL (D. Md.)
- *LG Electronic, Inc. v. Vizio, Inc. et al*, No. 5:10-cv-00161-DF-CMC (E.D. Tex.)
- *Premier International Associates, LLC. v. Microsoft Corp. et al*, No. 2:07-cv-00396-DF (E.D. Tex.)
- *LG Electronics Inc. v. Funai Electric Co., Ltd. et al*, No. 5:09-cv-00114-DF-CMC (E.D. Tex.)
- *LG Electronics, Inc. v. Hitachi, Ltd. et al*, No. 5:07-cv-00090-DF (E.D. Tex.)

7. Regarding the eight matters that Mr. Beaber was involved in, the earliest of those matters, *Azure*, involved one patent (U.S. 7,756,129) directed to certain features of data networks. *See* Ex. 17 (*Azure* complaint) ¶ 3. More specifically, the complaint in *Azure* generally accused a variety of LGE Bluetooth and Wi-Fi enabled products, including smartphones, of infringement. *Id.* at ¶ 12. Mr. Beaber began representing LGE in the *Azure* matter shortly after the case was filed in April 2012, until the case was terminated with respect to LGE in May 2013. *See* Ex. 18 (*Azure* docket sheet).

8. The next matter, *Integrated*, involved seven patents: U.S. Pat. Nos. 8,264,049, 8,264,044, 8,258,550, 8,258,547, 8,217,428, 8,258,552 and 8,030,689 purportedly related to the hardware used in “[c]onsumer electronic devices, such as smartphones and computer tablets.” Ex. 15 (*Integrated* complaint) at PDF 7; *see also id.* at PDF 12-15. More specifically, the complaint alleged that the asserted patents covered semiconductor chips incorporated into various LGE smartphones. *Id.* at PDF 16, 18, 20, 22, 24, 26, 28. Mr. Beaber began working on the matter shortly after the case was filed in February 2013, while he was still at Steptoe & Johnson. *See* Ex. 16 (*Integrated* docket sheet). He and his team moved to Mayer Brown while the matter was ongoing, and continued to represent LGE until the matter naturally concluded in September 2014. *Id.* The

[REDACTED]

Mayer Brown attorneys that worked on the matter included Jamie Beaber, Tiffany Miller, and Baldine Paul. *Id.*

9. The *MTT* matter involved three patents, U.S. Pat. Nos. 5,809,428, 5,754,946, and 5,894,506 that purportedly covered LGE's "network operation centers, [and] mobile units." Ex. 9 (*MTT* complaint) at ¶ 6. Specifically, the complaint alleged that the patents covered certain features of how the messaging services and applications operating on LGE devices process messages. *Id.* at ¶¶ 10, 21, 30. The complaint accused several LGE smartphones of infringement, including the LG Phoenix and others. *Id.* at ¶¶ 14, 24, 33. Mr. Beaber began working on the matter shortly after the case was filed in November 2013, while he was at Steptoe & Johnson. *See* Ex. 10 (*MTT* docket sheet). He and his team moved to Mayer Brown while the matter was ongoing, and continued to represent LGE until the matter naturally concluded in March 2016. *Id.* The Mayer Brown attorneys that worked on the matter included Jamie Beaber, Baldine Paul and Tiffany Miller. *Id.*

10. The *CCE* matter involved at least ten patents, several of which were purportedly standard essential patents ("SEPs"), spread across multiple complaints. *See* Exs. 1-3 (*CCE* complaints); Exs. 4-6 (*CCE* docket sheets). The purported SEPs directed to 3GPP telecommunication standards allegedly used by LGE smartphones and tablets included U.S. Patent Nos. 6,819,923, 7,215,962, 7,941,174, 8,055,820, 8,385,966, 8,848,556, 8,868,060, and 6,810,019. *See, e.g.*, Ex. 1 at ¶¶ 33 (6,819,923), 44 (7,215,962), 59 (7,941,174), 72 (8,055,820); Ex. 2 at ¶¶ 25 (8,385,966), 40 (8,848,556), 52 (8,868,060); Ex. 3 at 70 (6,810,019). The non-SEP patents, U.S. Patent Nos. 6,377,804, and 7,218,923, were similarly directed to features of cellular communications technology. Ex. 1 at ¶¶ 21 (6,377,804), 84 (7,218,923). In addition to tacitly implicating all devices that complied with the 3GPP standards purportedly covered by the asserted

[REDACTED]

SEP patents, the complaints in the *CCE* matter identified specific LGE LTE devices as purportedly infringing the asserted patents, including the LG G Pad 7.0 LTE. *See, e.g.*, Ex. 2 at ¶ 22. Mr. Beaber started working on the matter shortly after the case was filed in June 2013, while he was still at Steptoe & Johnson. *See* Ex. 4. He and his team moved to Mayer Brown while the matter was ongoing, and continued to represent LGE until the matter naturally concluded in August 2016. *See CCE docket sheets*. The Mayer Brown attorneys working on the matter included Jamie Beaber, Tiffany Miller, and Saqib Siddiqui. *Id.* While Baldine Paul did not enter an appearance, he billed [REDACTED] hours to the matter.

11. The *Core Wireless* matter involved five patents allegedly directed to aspects of “wireless mobile communication devices.” Ex. 7 (*Core Wireless* complaint). The complaint accused several LGE products of infringement, including the LG G Pad family of tablets. *Id.* at ¶ 14. The patents at issue in *Core Wireless* included U.S. Pat. Nos. 8,713,476 and 8,434,020, which are generally related how user interface elements are presented to users for accessing applications. *See id.* at ¶¶ 16, 34. Mr. Beaber’s work on the *Core Wireless* matter began shortly after the complaint was filed in September 2014. *See* Ex. 8 (*Core Wireless* docket sheet). Mr. Beaber entered an appearance on behalf of LGE, and never formally withdrew before the matter naturally concluded in November 2020. *Id.* However, Mayer Brown’s substantive work on the matter ended before that point, around the time that [REDACTED] concluded.

12. The *CyWee* matter involved two patents, U.S. Pat. Nos. 8,441,438 and 8,552,978, that purportedly covered the “motion-sensing technologies” incorporated into various LGE devices, including smartphones. Ex. 13 (*CyWee* complaint) at ¶¶ 18-19. The accused LGE products in *CyWee* included the LG V20, LG Stylo 3 Plus, and others. *See, e.g., id.* at ¶¶ 32, 58, 194, 204. Mayer Brown’s work on the matter began shortly after the case was filed in May 2017, and

[REDACTED]

continued until Mayer Brown withdrew from the case in January 2018. *See* Ex. 14 (*CyWee* docket sheet). The Mayer Brown attorneys working on the matter included Jamie Beaber and Tiffany Miller. *Id.*

13. [REDACTED] Mayer Brown represented LGE [REDACTED]
[REDACTED]
[REDACTED]. Mayer Brown's work on the matter began around August 2015, and the final work was done in November 2017. The Mayer Brown attorneys working on the matter included Jamie Beaber, Tripp Fussell, Baldine Paul, Tiffany Miller, and Saqib Siddiqui.

14. The alleged SEPs at issue [REDACTED] included hundreds of patent families allegedly directed to 3G and 4G LTE cellular network technology, [REDACTED] were substantively analyzed by Mayer Brown. Those analyzed patent families included patents allegedly directed to the 3GPP TS 36.321, TS 36.213, and TS 36.331 standards pertaining to protocols and physical layer procedures for the LTE standard; the 3GPP TS 25.211 and TS 25.321 standards pertaining to protocols and channel mappings used in WCDMA; and the 3GPP TS 36.212 standard pertaining to channel coding, which is itself incorporated into the LTE standard.

15. Mayer Brown's work [REDACTED] included comparing the patents-at-issue to the relevant technical standards, determining whether and how LGE products implemented certain technical standards or optional features of the standards, conducting invalidity analyses of the patents, preparing substantive briefs, and working with witnesses and experts on these issues as well as those pertaining to FRAND licensing and royalties. For example, [REDACTED]
[REDACTED] Mayer Brown was provided with various types of LGE highly confidential information. That included technical information detailing how certain classes of LGE

[REDACTED]

products implement particular standards, and whether and how optional features are implemented in LGE products. Mayer Brown was also permitted to question LGE in-house personnel, as well as LGE suppliers and partners, concerning the hardware and software incorporated within LGE devices, and how those device components implemented aspects of the relevant technical standards. In connection with these analyses, Mayer Brown was provided with LGE source code at least once to analyze as part of the matter.

16. [REDACTED] Mayer Brown was also provided with confidential financial and market information for specific LGE product lines, which was relevant for the royalty rates. That included LGE confidential business information for LGE's various LTE, UMTS, CDMA, and GSM product lines, and sales information for particular LGE devices now accused here. Mayer Brown also learned LGE's policies and procedures for SEP and patent licensing for smartphone and cellular technology, including the approaches used for licensing and the concessions normally made in its licenses. Mayer Brown was further provided with the details of [REDACTED] licenses [REDACTED]

[REDACTED]

[REDACTED]

17. [REDACTED] LGE decided to end its relationship with Mayer Brown. LGE gradually transitioned Mayer Brown off all ongoing LGE matters. That included the [REDACTED] matters, as well as ongoing inter partes review (IPR) proceedings.

18. The last time LGE retained Mayer Brown was during the subsequent *Jenam* matter. The *Jenam* matter involved two patents, U.S. Pat. Nos. 9,923,995 and 9,923,996 allegedly related to "smartphone and tablet" technology. *See* Ex. 11 (*Jenam* complaint) ¶¶ 7-8. Specifically, those patents purportedly covered certain communication protocols used by the web browsers on various

[REDACTED]

LGE devices. *Id.* The complaint accused several LGE devices of infringement, including LG V40, LG V35, LG G7, LG G Pad, LG G Pad X, and LG G Pad II, among others. *Id.* at ¶ 7. Mayer Brown was retained [REDACTED] in the *Jenam* matter. Mayer Brown began representing LGE around July 2019 and continued to represent LGE until at least January 2020. *See* Ex. 12 (*Jenam* docket sheet).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on:

December 29, 2022

By:

[Signature]

Hojun Suh

[REDACTED]

[REDACTED]

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

PANTECH CORPORATION AND PANTECH
WIRELESS, LLC,

Plaintiffs,
v.

LG ELECTRONICS INC., AND LG
ELECTRONICS U.S.A., INC.,

Defendants.

Civil Action No. 5:22-CV-00113

JURY TRIAL DEMANDED

[REDACTED]

DECLARATION OF SOO HONG

1. My name is Soo A. Hong. I am a partner at the law firm of Lee, Hong, Degerman,
Kang & Waimey. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. [REDACTED] my firm has worked with
Jamie Beaber and his team, during the time they were affiliated with Steptoe & Johnson LLP and
were later affiliated with Mayer Brown LLP, in at least the matters listed below (collectively, the
“LGE Matters”):

- *Integrated Circuit Devices and Products Containing the Same*, ITC-337-TA-873
(“Integrated”);

- *Cellular Comm’s Equip. v. LG Electronics*, Nos. 6:13-cv-00508, 6:14-cv-00982, 6:16-cv-00365 (E.D. Tex.) (“CCE”);

- *Jenam Tech, LLC v. LG Electronics, Inc.*, No. 4:19-cv-00249 (E.D. Tex.) (“Jenam”); and

- [REDACTED]

3. I am familiar with the documents provided to Mayer Brown for the LGE Matters and am prepared to testify on them if asked to do so.

4. I personally worked with Mr. Beaver in his role as LGE’s counsel in at least the *Jenam, CCE, Integrated*, [REDACTED] matters.

5. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Upon receiving document production requests and/or interrogatories or specific requests from Mayer Brown (or Steptoe & Johnson before Mr. Beaver and his team joined Mayer Brown), [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. During the document collection process for each LGE Matter, I and my team regularly communicated with Mayer Brown [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

8. In certain matters, including at least the *CCE* matters, I also provided Mayer Brown with [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. In some instances, LGE provided to me certain documents with privileged information. The privileged information in those documents would have been shared with Mayer Brown attorneys, before being redacted from the produced version of the document.

10. For example, in our capacity as discovery counsel in the *Integrated* matter, my firm collected [REDACTED]

[REDACTED]

[REDACTED] These materials were provided to Mr. Beaber and his team during the course of the proceeding and include confidential and proprietary information related

[REDACTED]

[REDACTED]

to the structure, function, and operation of the accused products. At the time that discovery was ongoing in the *Integrated* matter, Mr. Beaber and his team were still a part of Steptoe & Johnson and had not yet joined Mayer Brown. With the exception of user manuals and some marketing materials, the document collections that were provided to Mr. Beaber and his team included highly confidential and proprietary LGE information. Mr. Beaber and his team had access to those materials in their capacity as trial counsel during the course of the *Integrated* matter.

11. As another example, in the *CCE* matter, I personally collected from LGE [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Mayer Brown served as counsel to LGE in the *CCE* matter and specifically requested the production of [REDACTED]

[REDACTED] I also provided to Mayer Brown [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Except for user guides, the materials I collected for the *CCE* matter, including [REDACTED] contains LGE's highly confidential and proprietary information. Mayer Brown had access to those materials in their capacity as trial counsel during the course of the *CCE* matter.

[REDACTED]

12. As a third example, in the *Jenam* matter, I collected [REDACTED]

[REDACTED]

[REDACTED] Those materials were provided to Mayer Brown. Later in the case, after a different law firm took over day-to-day responsibility for the case from Mayer Brown, I also provided [REDACTED] [REDACTED] to LGE's new counsel. Except for user guides, the materials I collected for the *Jenam* matter, including [REDACTED] [REDACTED] contains LGE's highly confidential and proprietary information. At minimum, Mayer Brown had access to [REDACTED] in their capacity as LGE's counsel during the course of the *Jenam* matter.

13. [REDACTED] we provided to Mayer Brown [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

14. [REDACTED] we provided to Mayer Brown [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. As discussed above, [REDACTED] we provided to Mayer Brown [REDACTED] highly confidential documents [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. As discussed above, [REDACTED] we provided to Mayer Brown [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] highly confidential LGE documents [REDACTED]

[REDACTED]

[REDACTED]

17. As discussed above, [REDACTED] we provided to Mayer Brown [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18. Additionally, [REDACTED] I collected [REDACTED]

[REDACTED] and [REDACTED]

[REDACTED] and provided those materials Mayer Brown.

These materials collectively included highly confidential, proprietary, and sensitive information

[REDACTED]

[REDACTED]

[REDACTED] Among

those license agreements, [REDACTED]

[REDACTED]. Additionally, [REDACTED]

[REDACTED]

[REDACTED] The vast majority of the materials we collected, including [REDACTED]
[REDACTED], are highly
confidential and proprietary LGE information. Mayer Brown had access to those materials in their
capacity as trial counsel during the course of [REDACTED].

19. [REDACTED]
[REDACTED]
[REDACTED]

I declare under penalty of perjury under the laws of the United States of America that the
foregoing is true and correct.

Executed on: December 29, 2022

By: *Soo Ah Hong*
Soo A. Hong

[REDACTED]

[REDACTED]

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION**

PANTECH CORPORATION and PANTECH
WIRELESS, LLC,

Plaintiffs,

v.

LG ELECTRONICS INC., and LG
ELECTRONICS U.S.A., INC.,

Defendants.

Case No. 5:22-cv-00113

JURY TRIAL DEMANDED

**DECLARATION OF MATTHEW R. SHAPIRO IN SUPPORT OF
DEFENDANTS' MOTION TO DISQUALIFY MAYER BROWN**

I, Matthew R. Shapiro, hereby declare as follows:

1. I am an attorney admitted to practice in the state of New York.
2. I am an attorney at the law firm of Ropes & Gray LLP, in New York, New York.

Ropes & Gray LLP is counsel for Defendants LG Electronics Inc. and LG Electronics U.S.A., Inc. (together "LGE") in the above-captioned civil action.

3. I submit this declaration in support of Defendants' Motion to Disqualify Mayer Brown ("LGE Motion"). Unless otherwise stated, I have personal knowledge of the facts and circumstances stated below and, if called upon to testify, I could and would testify competently to the statements made herein.

4. Submitted with LGE's Motion as **Exhibit 1** is a true and correct copy of the Complaint from *Cellular Comm's. Equip. v. LG Electronics*, No. 6:13-cv-00508, Dkt. 1 (E.D.

[REDACTED]

Tex., June 25, 2013), to which highlighting has been added but no modifications have been made.

5. Submitted with LGE's Motion as **Exhibit 2** is a true and correct copy of the Complaint from *Cellular Comm's. Equip. v. LG Electronics*, No. 6:14-cv-00982, Dkt. 1 (E.D. Tex., June 25, 2013), to which highlighting has been added but no modifications have been made.

6. Submitted with LGE's Motion as **Exhibit 3** is an excerpt of a true and correct copy of the Complaint from *Cellular Comm's. Equip. v. LG Electronics*, No. 6:16-cv-00365, Dkt. 2 (E.D. Tex., Apr. 20, 2016), to which highlighting has been added but no modifications have been made.

7. Submitted with LGE's Motion as **Exhibit 4** is an excerpt of a true and correct copy of the docket sheet for *Cellular Comm's. Equip. v. LG Electronics*, No. 6:13-cv-00508, (E.D. Tex.), to which highlighting has been added but no modifications have been made.

8. Submitted with LGE's Motion as **Exhibit 5** is an excerpt of a true and correct copy of the docket sheet for *Cellular Comm's. Equip. v. LG Electronics*, No. 6:14-cv-00982, (E.D. Tex.), to which highlighting has been added but no modifications have been made.

9. Submitted with LGE's Motion as **Exhibit 6** is an excerpt of a true and correct copy of the docket sheet for *Cellular Comm's. Equip. v. LG Electronics*, No. 6:16-cv-00365, (E.D. Tex.), to which highlighting has been added but no modifications have been made.

10. Submitted with LGE's Motion as **Exhibit 7** is an excerpt of a true and correct copy of the Complaint from *Core Wireless Licensing v. LG Electronics, Inc.*, No. 2:14-cv-00911, Dkt. 1 (E.D. Tex., Sep. 26, 2014), to which highlighting has been added but no modifications have been made.

[REDACTED]

11. Submitted with LGE's Motion as **Exhibit 8** is an excerpt of a true and correct copy of the docket sheet for *Core Wireless Licensing v. LG Electronics, Inc.*, No. 2:14-cv-00911, (E.D. Tex.), to which highlighting has been added but no modifications have been made.

12. Submitted with LGE's Motion as **Exhibit 9** is a true and correct copy of the First Amended Complaint from *Mobile Tele. Tech. v. LG Electronics*, No. 2:13-cv-00947, Dkt. 20 (E.D. Tex., July 21, 2014), to which highlighting has been added but no modifications have been made.

13. Submitted with LGE's Motion as **Exhibit 10** is an excerpt of a true and correct copy of the docket sheet for *Mobile Tele. Tech. v. LG Electronics*, No. 2:13-cv-00947 (E.D. Tex.), to which highlighting has been added but no modifications have been made.

14. Submitted with LGE's Motion as **Exhibit 11** is a true and correct copy of the Complaint from *Jenam Tech, LLC v. LG Electronics, Inc.*, No. 4:19-cv-00249, Dkt. 1 (E.D. Tex., Apr. 3, 2019), to which highlighting has been added but no modifications have been made.

15. Submitted with LGE's Motion as **Exhibit 12** is an excerpt of a true and correct copy of the docket sheet for *Jenam Tech, LLC v. LG Electronics, Inc.*, No. 4:19-cv-00249 (E.D. Tex.), to which highlighting has been added but no modifications have been made.

16. Submitted with LGE's Motion as **Exhibit 13** is an excerpt of a true and correct copy of the Complaint from *CyWee Group Ltd. v. LG Electronics, Inc.*, No. 3:17-cv-01102, Dkt. 1 (S.D. Cal., May 31, 2017), to which highlighting has been added but no modifications have been made.

17. Submitted with LGE's Motion as **Exhibit 14** is an excerpt of a true and correct copy of the docket sheet for *CyWee Group Ltd. v. LG Electronics, Inc.*, No. 3:17-cv-01102 (S.D. Cal.), to which highlighting has been added but no modifications have been made.

[REDACTED]

18. Submitted with LGE's Motion as **Exhibit 15** is an excerpt of a true and correct copy of the Complaint from *Integrated Circuit Devices and Products Containing the Same*, ITC-337-TA-873 (USITC, Feb. 8, 2013), to which highlighting has been added but no modifications have been made.

19. Submitted with LGE's Motion as **Exhibit 16** is an excerpt of a true and correct copy of the docket sheet for *Certain Integrated Circuit Devices and Products Containing the Same*, ITC-337-TA-873 (USITC), to which highlighting has been added but no modifications have been made.

20. Submitted with LGE's Motion as **Exhibit 17** is a true and correct copy of the Complaint from *Azure Networks v. LG Electronics Mobilecomm U.S.A.*, No. 6: 12-cv-00747, Dkt. 1 (E.D. Tex., Oct. 7, 2012), which was later consolidated with *Azure Networks, LLC v. MediaTek Inc.*, No. 6-12-cv-00252 (E.D. Tex.) for pretrial purposes (*see* Exhibit 18 at 9-10), to which highlighting has been added but no modifications have been made.

21. Submitted with LGE's Motion as **Exhibit 18** is an excerpt of a true and correct copy of the docket sheet for *Azure Networks, LLC v. MediaTek Inc.*, No. 6-12-cv-00252 (E.D. Tex.), to which highlighting has been added but no modifications have been made.

22. Submitted with LGE's Motion as **Exhibit 19** is a true and correct copy of the

[REDACTED] engagement letter [REDACTED]
[REDACTED]
[REDACTED]

23. Submitted with LGE's Motion as **Exhibit 20** is a true and correct copy of the [REDACTED]

[REDACTED] engagement letter [REDACTED]
[REDACTED] for *Cellular Comm's. Equip. v. LG Electronics*, No. 6:13-cv-00508, (E.D. Tex.).

[REDACTED]

24. Submitted with LGE's Motion as **Exhibit 21** is a true and correct copy of the

[REDACTED] engagement letter [REDACTED]
[REDACTED] for *Mobile Tele. Tech. v. LG Electronics*, No. 2:13-cv-00947 (E.D. Tex.).

25. Submitted with LGE's Motion as **Exhibit 22** is a true and correct copy of a draft engagement letter [REDACTED], for *Jenam Tech, LLC v. LG Electronics, Inc.*, No. 4:19-cv-00249 (E.D. Tex.), to which highlighting has been added but no modifications have been made.

26. Submitted with LGE's Motion as **Exhibit 23** is a true and correct copy of email correspondences between LGE and Mayer Brown LLP from July 1, 2019 to September 19, 2019 with the subject [REDACTED] to which blue highlighting has been added but no modifications have been made.

27. Submitted with LGE's Motion as **Exhibit 24** is a true and correct copy of the [REDACTED] executed engagement letter [REDACTED] [REDACTED] for *Jenam Tech, LLC v. LG Electronics, Inc.*, No. 4:19-cv-00249 (E.D. Tex.), to which highlighting has been added but no modifications have been made.

28. Submitted with LGE's Motion as **Exhibit 25** is a true and correct copy of Mayer Brown's September 2018 International Terms of Business, to which highlighting has been added but no modifications have been made.

29. Submitted with LGE's Motion as **Exhibit 26** is a true and correct copy of email correspondences between LGE, Pantech, and Mayer Brown LLP, from December 14, 2020 to April 30, 2021 with the subject "LG – Pantech," to which highlighting has been added but no modifications have been made.

[REDACTED]

30. Submitted with LGE's Motion as **Exhibit 27** is a true and correct copy of a letter from James R. Batchelder of Ropes & Gray to Jamie B. Beaber of Mayer Brown LLP dated December 2, 2022 regarding *Pantech Corporation v. LG Electronics Inc.*, 5:22-cv-00113 (E.D. Tex.): Remediating Apparent Conflicts of Interest.

31. Submitted with LGE's Motion as **Exhibit 28** is a true and correct copy of a letter from Jamie B. Beaber of Mayer Brown LLP to James R. Batchelder of Ropes & Gray dated December 8, 2022 regarding *Pantech Corp. v. LG Electronics, Inc.*, Case No. 5:22-cv-00113-RWS (E.D. Tex.), to which highlighting has been added but no modifications have been made.

32. Submitted with LGE's Motion as **Exhibit 29** is a true and correct copy of a letter from James R. Batchelder of Ropes & Gray to Jamie B. Beaber of Mayer Brown LLP dated December 16, 2022 regarding *Pantech Corporation v. LG Electronics Inc.*, 5:22-cv-00113 (E.D. Tex.): Remediating Apparent Conflicts of Interest.

33. Submitted with LGE's Motion as **Exhibit 30** is a true and correct copy of IPR Information Statement and Licensing Declaration reference number ISLD-201910-014 (version 15), obtained from the European Telecommunications Standards Institute IPR online database, to which highlighting has been added but no modifications have been made.

34. Submitted with LGE's Motion as **Exhibit 31** is an excerpt of a true and correct copy of IPR Information Statement and Licensing Declaration reference number ISLD-202002-034 (version 15), obtained from the European Telecommunications Standards Institute IPR online database, to which highlighting has been added but no modifications have been made.

35. Submitted with LGE's Motion as **Exhibit 32** is a true and correct copy of the annex for IPR Information Statement and Licensing Declaration reference number ISLD-

[REDACTED]

201107-004, obtained from the European Telecommunications Standards Institute IPR online database, to which highlighting has been added but no modifications have been made.

36. Submitted with LGE's Motion as **Exhibit 33** is a true and correct copy of IPR Information Statement and Licensing Declaration reference number ISLD-201107-004 (version 6), obtained from the European Telecommunications Standards Institute IPR online database, to which highlighting has been added but no modifications have been made.

37. Submitted with LGE's Motion as **Exhibit 34** is a true and correct copy of IPR Information Statement and Licensing Declaration reference number ISLD-201910-014 (version 15), obtained from the European Telecommunications Standards Institute IPR online database, to which highlighting has been added but no modifications have been made.

I declare under penalty of perjury that the foregoing is true and correct.

Executed December 30, 2022 in New York, NY.

/s/ Matthew R. Shapiro
Matthew R. Shapiro

EXHIBIT 1

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

CELLULAR COMMUNICATIONS
EQUIPMENT LLC,

Plaintiff,

V.

LG ELECTRONICS, INC.,
LG ELECTRONICS U.S.A., INC.,
AT&T INC.,
AT&T MOBILITY LLC,
VERIZON COMMUNICATIONS, INC.,
CELLCO PARTNERSHIP INC. D/B/A
VERIZON WIRELESS,
SPRINT NEXTEL CORPORATION,
SPRINT SOLUTIONS, INC.,
SPRINT SPECTRUM L.P.,
BOOST MOBILE, LLC,
T-MOBILE USA, INC., and
T-MOBILE US, INC.,

Defendants.

PLAINTIFF'S ORIGINAL COMPLAINT
FOR PATENT INFRINGEMENT

Plaintiff Cellular Communications Equipment LLC files this Original Complaint against LG Electronics, Inc.; LG Electronics U.S.A., Inc.; AT&T Inc.; AT&T Mobility LLC; Verizon Communications, Inc.; Cellco Partnership Inc. d/b/a Verizon Wireless; Sprint Nextel Corporation; Sprint Solutions, Inc.; Sprint Spectrum L.P.; Boost Mobile, LLC; T-Mobile USA, Inc.; and T-Mobile US, Inc. (collectively, the “Defendants”) for infringement of U.S. Patent No. 6,377,804 (“the ’804 patent”), U.S. Patent No. 6,819,923 (“the ’9923 patent”), U.S. Patent No.

7,215,962 (“the ’962 patent”), U.S. Patent No. 7,941,174 (“the ’174 patent”), U.S. Patent No. 8,055,820 (“the ’820 patent”), and U.S. Patent No. 7,218,923 (“the ’8923 patent”).

THE PARTIES

1. Cellular Communications Equipment LLC (“CCE”) is a Texas limited liability company with its principal place of business in Plano, Texas.

2. On information and belief, LG Electronics, Inc. is incorporated under the laws of South Korea with its principal place of business at LG Twin Towers 20, Yeouido-dong, Yeongdeunspo-gu, Seoul 150-721, South Korea. This Defendant may be served with process at its principal place of business at LG Twin Towers 20, Yeouido-dong, Yeongdeunspo-gu, Seoul 150-721, South Korea. This Defendant does business in the State of Texas and in the Eastern District of Texas.

3. LG Electronics U.S.A., Inc. (with LG Electronics, Inc., “LG”) is a Delaware corporation with its principal place of business in Englewood Cliffs, New Jersey. This Defendant may be served with process through its agent, United States Corporation Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

4. AT&T Inc. is a Delaware corporation with its principal place of business in Dallas, Texas. This Defendant may be served with process through its agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. This Defendant does business in the State of Texas and in the Eastern District of Texas.

5. AT&T Mobility LLC (with AT&T Inc., “AT&T”) is a Delaware limited liability company with its principal place of business in Atlanta, Georgia. This Defendant may be served with process through its agent, The Corporation Trust Company, Corporation Trust Center, 1209

Orange Street, Wilmington, Delaware 19801. This Defendant does business in the State of Texas and in the Eastern District of Texas.

6. Verizon Communications Inc. is a Delaware corporation with its principal place of business in New York, New York. This Defendant may be served with process through its agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. This Defendant does business in the State of Texas and in the Eastern District of Texas.

7. Cellco Partnership Inc. d/b/a Verizon Wireless (with Verizon Communications Inc., “Verizon”) is a Delaware general partnership with its principal place of business in Basking Ridge, New Jersey. This Defendant may be served with process through its agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. This Defendant does business in the State of Texas and in the Eastern District of Texas.

8. Sprint Nextel Corporation is a Kansas corporation with its principal place of business in Overland Park, Kansas. This Defendant may be served with process through its agent, Corporation Service Company, 200 S.W. 30th Street, Topeka, Kansas 66611. This Defendant does business in the State of Texas and in the Eastern District of Texas.

9. Sprint Solutions, Inc. is a Delaware corporation with its principal place of business in Reston, Virginia. This Defendant may be served with process through its agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

10. Sprint Spectrum L.P. is a Delaware limited partnership with its principal place of business in Overland Park, Kansas. This Defendant may be served with process through its

agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

11. Boost Mobile, LLC (with Sprint Nextel Corporation, Sprint Solutions, Inc., and Sprint Spectrum L.P., “Sprint”) is a Delaware limited liability company with its principal place of business in Irvine, California. This Defendant may be served with process through its agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

12. T-Mobile USA, Inc. is a Delaware corporation with a principal place of business in Bellevue, Washington. T-Mobile USA, Inc. maintains a significant presence in Richardson, Texas and offers products and services under the T-Mobile and MetroPCS brands. This Defendant may be served with process through its agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

13. T-Mobile US, Inc. (with T-Mobile USA, Inc., “T-Mobile”) is a Delaware corporation with its principal place of business in Bellevue, Washington. T-Mobile US, Inc. maintains a significant presence in Richardson, Texas, and offers products and services under the T-Mobile and MetroPCS brands. This Defendant may be served with process through its agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

JURISDICTION AND VENUE

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

15. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a), and 1367.

16. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c), and 1400(b). On information and belief, each Defendant is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, has purposely transacted business in this judicial district, and/or has regular and established places of business in this judicial district.

17. On information and belief, each Defendant is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business in this State and judicial district, including: (A) at least part of their infringing activities alleged herein; and (B) regularly doing or soliciting business, engaging in other persistent conduct, and/or deriving substantial revenue from goods sold and services provided to Texas residents.

COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 6,377,804)

18. CCE incorporates paragraphs 1 through 17 herein by reference.

19. CCE is the assignee of the '804 patent, entitled "Mobile Communication Systems," with ownership of all substantial rights in the '804 patent, including the right to exclude others and to enforce, sue and recover damages for past and future infringements. A true and correct copy of the '804 patent is attached as Exhibit A.

20. The '804 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

21. Defendants LG and AT&T have and continue to directly and/or indirectly infringe (by inducing infringement and/or contributing to infringement) one or more claims of the '804 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1, 3, 4, 5, and 7 by, among other things, making, using, offering for sale, selling and/or

importing LG mobile devices, including, for example: the LG Escape 4G, the LG Nitro HD, the LG Optimus G, and the LG Optimus G Pro, sold or otherwise distributed by or through AT&T (the “’804 AT&T Mobile Devices”). These devices are collectively referred to as the “’804 LG Devices.”

22. Defendants directly infringe the ’804 patent by using the ’804 LG Devices to practice the claimed methods. Defendants are thereby liable for direct infringement. Additionally, Defendants are liable for indirect infringement of the ’804 patent because they induce and/or contribute to the direct infringement of the patent by their customers and other end users who use the ’804 LG Devices to practice the claimed methods.

23. Each Defendant has had knowledge of the ’804 patent, at least as early as service of this Complaint.

24. On information and belief, despite having knowledge of the ’804 patent, Defendants named in this Count have specifically intended and continue to specifically intend for persons who acquire and use the ’804 LG Devices, including Defendants’ customers, to use such devices in a manner that infringes the ’804 patent, including at least claims 1, 3, 4, 5, and 7. Defendants knew or should have known that their actions — including instructing customers and end users regarding use of the ’804 LG Devices — have and continue to actively induce infringement.

25. On information and belief, Defendants named in this Count have known and know that their products accused of infringing (and/or components thereof) are a material part of the inventions of the ’804 patent, and are not staple articles of commerce suitable for substantial non-infringing use.

26. On information and belief, LG and AT&T test, make, use, offer for sale, sell, and/or import the ’804 AT&T Mobile Devices described in this Count, pursuant to one or more

contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

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

COUNT II

(INFRINGEMENT OF U.S. PATENT NO. 6,819,923)

28. CCE incorporates paragraphs 1 through 17 herein by reference.

29. CCE is the assignee of the '9923 patent, entitled "Method for Communication of Neighbor Cell Information," with ownership of all substantial rights in the '9923 patent, including the right to exclude others and to enforce, sue and recover damages for past and future infringements. A true and correct copy of the '9923 patent is attached as Exhibit B.

30. The '9923 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

31. Defendants LG, AT&T, and T-Mobile have and continue to directly infringe one or more claims of the '9923 patent in this judicial district and elsewhere in Texas and the United States, including at least claim 11, by, among other things, making, using, offering for sale, selling and/or importing LG mobile devices, including, for example: the LG Escape 4G, the LG Nitro HD, the LG Optimus G, and the LG Optimus G Pro, sold or otherwise distributed by or through AT&T (the "'9923 AT&T Mobile Devices"); and the LG DoublePlay, the LG G2X, the LG myTouch Q, the LG Nexus 4, and the LG Optimus L9, sold or otherwise distributed by or

through T-Mobile (the “’9923 T-Mobile Mobile Devices”). These devices are collectively referred to as the “’9923 LG Devices.”

32. Defendants directly infringe the apparatus claims of the ’9923 patent by making, offering to sell, selling, and/or importing the ’9923 LG Devices. Defendants are thereby liable for direct infringement.

33. On information and belief, each Defendant is a 3GPP member organization, or is affiliated with a 3GPP member organization, and has known of the ’9923 patent at least as early as April 2010, when it was disclosed to 3GPP via the European Telecommunications Standards Institute (“ETSI,” an organizational member of 3GPP).

34. On information and belief, despite having knowledge of the ’9923 patent and knowledge that they are directly infringing one or more claims of the ’9923 patent, Defendants named in this Count have nevertheless continued their infringing conduct and disregarded an objectively high likelihood of infringement; thus, Defendants’ infringing activities relative to the ’9923 patent have been, and continue to be, willful, wanton and deliberate in disregard of CCE’s rights.

35. On information and belief, LG and AT&T test, make, use, offer for sale, sell, and/or import ’9923 AT&T Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

36. On information and belief, LG and T-Mobile test, make, use, offer for sale, sell, and/or import ’9923 T-Mobile Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such

devices. Accordingly, LG and T-Mobile are jointly, severally, or alternatively liable for infringements described in this Count.

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

COUNT III

(INFRINGEMENT OF U.S. PATENT NO. 7,215,962)

38. CCE incorporates paragraphs 1 through 17 herein by reference.

39. CCE is the assignee of the '962 patent, entitled "Method for an Intersystem Connection Handover," with ownership of all substantial rights in the '962 patent, including the right to exclude others and to enforce, sue and recover damages for past and future infringements. A true and correct copy of the '962 patent is attached as Exhibit C.

40. The '962 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

41. Defendants LG, AT&T, Verizon, Sprint, and T-Mobile have and continue to directly and/or indirectly infringe (by inducing infringement and/or contributing to infringement) one or more claims of the '962 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1, 2, 11, 12, and 13, by, among other things, making, using, offering for sale, selling and/or importing LG mobile devices, including, for example: the LG Escape 4G, the LG Nitro HD, the LG Optimus G, and the LG Optimus G Pro, sold or otherwise distributed by or through AT&T (the "'962 AT&T Mobile Devices"); the LG Intuition, the LG Lucid 4G, the LG Lucid 2, the LG Revolution 4G, the LG Spectrum 4G, the LG Spectrum 2, and the LG VL600 Modem, sold or otherwise distributed by or through Verizon

(the “’962 Verizon Mobile Devices”); the LG Mach 4G LTE, the LG Optimus G, and the LG Viper 4G LTE, sold or otherwise distributed by or through Sprint (the “’962 Sprint Mobile Devices”); and the LG Connect 4G, the LG Esteem 4G, the LG Motion 4G, the LG Spirit 4G, the LG DoublePlay, the LG G2X, the LG myTouch Q, the LG Nexus 4, and the LG Optimus L9, sold or otherwise distributed by or through T-Mobile (the “’962 T-Mobile Mobile Devices”). These devices are collectively referred to as the “’962 LG Devices.”

42. Defendants directly infringe the apparatus claims of the ’962 patent by making, offering to sell, selling, and/or importing the ’962 LG Devices. Defendants also directly infringe the ’962 patent by using the ’962 LG Devices to practice the claimed methods. Defendants are thereby liable for direct infringement.

43. Additionally, Defendants are liable for indirect infringement of the ’962 patent because they induce and/or contribute to the direct infringement of the patent by their customers and other end users who use the ’962 LG Devices to practice the claimed methods.

44. On information and belief, each Defendant is a 3GPP member organization, or is affiliated with a 3GPP member organization, and has known of the ’962 patent at least as early as December 2010, when it was disclosed to 3GPP via ETSI.

45. On information and belief, despite having knowledge of the ’962 patent, Defendants named in this Count have and continue to specifically intend for persons who acquire and use such devices, including Defendants’ customers, to use such devices in a manner that infringes the ’962 patent, including at least claims 1, 2, 11, 12, and 13. Defendants knew or should have known that their actions — including instructing customers and end users regarding use of the ’962 LG Devices — have and continue to actively induce infringement.

46. On information and belief, Defendants named in this Count have known and know that their products accused of infringing (and/or components thereof) are a material part of

the inventions of the '962 patent, are especially made and/or adapted for use in infringing the '962 patent, and are not staple articles or commodities of commerce suitable for substantial non-infringing use.

47. On information and belief, despite having knowledge of the '962 patent and knowledge that they are directly and/or indirectly infringing one or more claims of the '962 patent, Defendants named in this Count have nevertheless continued their infringing conduct and disregarded an objectively high likelihood of infringement; thus, Defendants' infringing activities relative to the '962 patent have been, and continue to be, willful, wanton and deliberate in disregard of CCE's rights.

48. On information and belief, LG and AT&T test, make, use, offer for sale, sell, and/or import the '962 AT&T Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

49. On information and belief, LG and Verizon test, make, use, offer for sale, sell, and/or import the '962 Verizon Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and Verizon are jointly, severally, or alternatively liable for infringements described in this Count.

50. On information and belief, LG and Sprint test, make, use, offer for sale, sell, and/or import the '962 Sprint Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and Sprint are jointly, severally, or alternatively liable for infringements described in this Count.

51. On information and belief, LG and T-Mobile test, make, use, offer for sale, sell, and/or import the '962 T-Mobile Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and T-Mobile are jointly, severally, or alternatively liable for infringements described in this Count.

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

COUNT IV

(INFRINGEMENT OF U.S. PATENT NO. 7,941,174)

53. CCE incorporates paragraphs 1 through 17 herein by reference.

54. CCE is the assignee of the '174 patent, entitled "Method for Multicode Transmission by a Subscriber Station," with ownership of all substantial rights in the '174 patent, including the right to exclude others and to enforce, sue and recover damages for past and future infringements. A true and correct copy of the '174 patent is attached as Exhibit D.

55. The '174 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

56. Defendants LG, AT&T, and T-Mobile have and continue to directly and/or indirectly infringe (by inducing infringement and/or contributing to infringement) one or more claims of the '174 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1, 6, 9, 14, 18, and 19, by, among other things, making, using, offering for sale, selling and/or importing LG mobile devices, including, for example: the LG Escape 4G, the LG Nitro HD, the LG Optimus G, and the LG Optimus G Pro, sold or otherwise distributed

by or through AT&T (the “’174 AT&T Mobile Devices”); and the LG DoublePlay, the LG G2X, the LG myTouch Q, the LG Nexus 4, and the LG Optimus L9, sold or otherwise distributed by or through T-Mobile (the “’174 T-Mobile Mobile Devices”). These devices are collectively referred to as the “’174 LG Devices.”

57. Defendants directly infringe the apparatus claims of the ’174 patent by making, offering to sell, selling, and/or importing the ’174 LG Devices. Defendants also directly infringe the ’174 patent by using the ’174 LG Devices to practice the claimed methods. Defendants are thereby liable for direct infringement.

58. Additionally, Defendants are liable for indirect infringement of the ’174 patent because they induce and/or contribute to the direct infringement of the patent by their customers and other end users who use the ’174 LG Devices to practice the claimed methods.

59. On information and belief, each Defendant is a 3GPP member organization, or is affiliated with a 3GPP member organization, and has known of the ’174 patent at least as early as August 2010, when it was disclosed to 3GPP via ETSI.

60. On information and belief, despite having knowledge of the ’174 patent, Defendants named in this Count have and continue to specifically intend for persons who acquire and use such devices, including Defendants’ customers, to use such devices in a manner that infringes the ’174 patent, including at least claims 1, 6, 9, 14, 18, and 19. Defendants knew or should have known that their actions — including instructing customers and end users regarding use of the ’174 LG Devices — have and continue to actively induce infringement.

61. On information and belief, Defendants named in this Count have known and know that their products accused of infringing (and/or components thereof) are a material part of the inventions of the ’174 patent, are especially made and/or adapted for use in infringing the

'174 patent, and are not staple articles or commodities of commerce suitable for substantial non-infringing use.

62. On information and belief, despite having knowledge of the '174 patent and knowledge that they are directly and/or indirectly infringing one or more claims of the '174 patent, Defendants named in this Count have nevertheless continued their infringing conduct and disregarded an objectively high likelihood of infringement; thus, Defendants' infringing activities relative to the '174 patent have been, and continue to be, willful, wanton and deliberate in disregard of CCE's rights.

63. On information and belief, LG and AT&T test, make, use, offer for sale, sell, and/or import the '174 AT&T Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

64. On information and belief, LG and T-Mobile test, make, use, offer for sale, sell, and/or import the '174 T-Mobile Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and T-Mobile are jointly, severally, or alternatively liable for infringements described in this Count.

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

COUNT V

(INFRINGEMENT OF U.S. PATENT NO. 8,055,820)

66. CCE incorporates paragraphs 1 through 17 herein by reference.

67. CCE is the assignee of the '820 patent, entitled "Apparatus, System, and Method for Designating a Buffer Status Reporting Format Based on Detected Pre-Selected Buffer Conditions," with ownership of all substantial rights in the '820 patent, including the right to exclude others and to enforce, sue and recover damages for past and future infringements. A true and correct copy of the '820 patent is attached as Exhibit E.

68. The '820 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

69. Defendants LG, AT&T, Verizon, Sprint, and T-Mobile have and continue to directly and/or indirectly infringe (by inducing infringement and/or contributing to infringement) one or more claims of the '820 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1, 4, 5, 7, 8, 9, 10, 12, 15, 16, 18, 19, 20, and 21, by, among other things, making, using, offering for sale, selling and/or importing LG mobile devices, including, for example: the LG Escape 4G, the LG Nitro HD, the LG Optimus G, and the LG Optimus G Pro, sold or otherwise distributed by or through AT&T (the "'820 AT&T Mobile Devices"); the LG Intuition, the LG Lucid 4G, the LG Lucid 2, the LG Revolution 4G, the LG Spectrum 4G, the LG Spectrum 2, and the LG VL600 Modem, sold or otherwise distributed by or through Verizon (the "'820 Verizon Mobile Devices"); the LG Mach 4G LTE, the LG Optimus G, and the LG Viper 4G LTE, sold or otherwise distributed by or through Sprint (the "'820 Sprint Mobile Devices"); and the LG Connect 4G, the LG Esteem 4G, the LG Motion 4G, and the LG Spirit 4G, sold or otherwise distributed by or through T-Mobile (the "'820 T-Mobile Mobile Devices"). These devices are collectively referred to as the "'820 LG Devices."

70. Defendants directly infringe the apparatus claims of the '820 patent by making, offering to sell, selling, and/or importing the '820 LG Devices. Defendants also directly infringe the '820 patent by using the '820 LG Devices to practice the claimed methods. Defendants are thereby liable for direct infringement.

71. Additionally, Defendants are liable for indirect infringement of the '820 patent because they induce and/or contribute to the direct infringement of the patent by their customers and other end users who use the '820 LG Devices to practice the claimed methods.

72. On information and belief, each Defendant is a 3GPP member organization, or is affiliated with a 3GPP member organization, and has known of the '820 patent at least as early as June 2009, when it was disclosed to 3GPP via ETSI.

73. On information and belief, despite having knowledge of the '820 patent, Defendants named in this Count have and continue to specifically intend for persons who acquire and use such devices, including Defendants' customers, to use such devices in a manner that infringes the '820 patent, including at least claims 1, 4, 5, 7, 8, 9, 10, 12, 15, 16, 18, 19, 20, and 21. Defendants knew or should have known that their actions — including instructing customers and end users regarding use of the '820 LG Devices — have and continue to actively induce infringement.

74. On information and belief, Defendants named in this Count have known and know that their products accused of infringing (and/or components thereof) are a material part of the inventions of the '820 patent, are especially made and/or adapted for use in infringing the '820 patent, and are not staple articles or commodities of commerce suitable for substantial non-infringing use.

75. On information and belief, despite having knowledge of the '820 patent and knowledge that they are directly and/or indirectly infringing one or more claims of the '820

patent, Defendants named in this Count have nevertheless continued their infringing conduct and disregarded an objectively high likelihood of infringement; thus, Defendants' infringing activities relative to the '820 patent have been, and continue to be, willful, wanton and deliberate in disregard of CCE's rights.

76. On information and belief, LG and AT&T test, make, use, offer for sale, sell, and/or import the '820 AT&T Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

77. On information and belief, LG and Verizon test, make, use, offer for sale, sell, and/or import the '820 Verizon Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and Verizon are jointly, severally, or alternatively liable for infringements described in this Count.

78. On information and belief, LG and Sprint test, make, use, offer for sale, sell, and/or import the '820 Sprint Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and Sprint are jointly, severally, or alternatively liable for infringements described in this Count.

79. On information and belief, LG and T-Mobile test, make, use, offer for sale, sell, and/or import the '820 T-Mobile Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and T-Mobile are jointly, severally, or alternatively liable for infringements described in this Count.

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

COUNT VI

(INFRINGEMENT OF U.S. PATENT NO. 7,218,923)

81. CCE incorporates paragraphs 1 through 17 herein by reference.

82. CCE is the assignee of the '8923 patent, entitled "Control of Terminal Applications in a Network Environment," with ownership of all substantial rights in the '8923 patent, including the right to exclude others and to enforce, sue and recover damages for past and future infringements. A true and correct copy of the '8923 patent is attached as Exhibit F.

83. The '8923 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

84. Defendants LG, AT&T, Verizon, Sprint, and T-Mobile have and continue to directly infringe one or more claims of the '8923 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 24 and 26, by, among other things, making, using, offering for sale, selling and/or importing LG mobile devices, including, for example: the LG Optimus G Pro, the LG Optimus G, and the LG Escape, sold or otherwise distributed by or through AT&T (the "'8923 AT&T Mobile Devices"); the LG Lucid 2, the LG Spectrum 2, and the LG Intuition, sold or otherwise distributed by or through Verizon (the "'8923 Verizon Mobile Devices"), the LG Optimus G, sold or otherwise distributed by or through Sprint (the "'8923 Sprint Mobile Devices"), and the LG Spirit, the LG Nexus 4, the LG Optimus L9, and the LG Motion, sold or otherwise distributed by or through T-Mobile (the

“’8923 T-Mobile Mobile Devices”). These devices are collectively referred to as the “’8923 LG Devices.”

85. Defendants directly infringe the apparatus claims of the ’8923 patent by making, offering to sell, selling, and/or importing the ’8923 LG Devices. Defendants are thereby liable for direct infringement.

86. On information and belief, LG and AT&T test, make, use, offer for sale, sell, and/or import ’8923 AT&T Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

87. On information and belief, LG and Verizon test, make, use, offer for sale, sell, and/or import ’8923 Verizon Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and Verizon are jointly, severally, or alternatively liable for infringements described in this Count.

88. On information and belief, LG and Sprint test, make, use, offer for sale, sell, and/or import ’8923 Sprint Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and Sprint are jointly, severally, or alternatively liable for infringements described in this Count.

89. On information and belief, LG and T-Mobile test, make, use, offer for sale, sell, and/or import ’8923 T-Mobile Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such

devices. Accordingly, LG and T-Mobile are jointly, severally, or alternatively liable for infringements described in this Count.

90. CCE has been damaged as a result of Defendants' infringing conduct described in this Count. Defendants are, thus, liable to CCE in an amount that adequately compensates it for their 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.

JOINDER OF PARTIES

91. CCE incorporates paragraphs 1 through 90 herein by reference.

92. On information and belief, AT&T, Verizon, Sprint, and T-Mobile have each purchased or otherwise acquired from LG certain mobile devices for sale, resale, and/or distribution to their customers (and other end users) that are the subject of Counts I through VI (or some subset thereof). Thus, for these Counts, the right to relief against AT&T, Verizon, Sprint, and/or T-Mobile is asserted jointly and severally with LG.

93. The alleged infringements set forth in Counts I through VI arise out of the same transaction, occurrence, or series of transactions or occurrences relating to the testing, making, using, offering for sale, selling, and/or importing of the LG mobile devices made the subject of Counts I through VI.

94. Questions of fact common to all Defendants will arise in this action including, for example, infringement by, or through use of, LG mobile devices.

95. Thus, joinder of LG, AT&T, Verizon, Sprint, and T-Mobile is proper in this litigation pursuant to 35 U.S.C. § 299(a).

JURY DEMAND

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

PRAYER FOR RELIEF

CCE requests that the Court find in its favor and against Defendants, and that the Court grant CCE the following relief:

- a. Judgment that one or more claims of the '804, '9923, '962, '174, '820, and '8923 patents have been infringed, either literally and/or under the doctrine of equivalents, by Defendants and/or by others whose infringements have been induced by Defendants and/or by others to whose infringements Defendants have contributed;
- b. Judgment that Defendants account for and pay to CCE all damages to and costs incurred by CCE because of Defendants' infringing activities and other conduct complained of herein;
- c. Judgment that Defendants account for and pay to CCE a reasonable, ongoing, post-judgment royalty because of Defendants' infringing activities and other conduct complained of herein;
- d. That Defendants' infringements relative to the '9923, '962, '174, and/or '820 patents be found willful from the time that Defendants became aware of the infringing nature of their products, and that the Court award treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;
- e. That CCE be granted pre-judgment and post-judgment interest on the damages caused by Defendants' infringing activities and other conduct complained of herein; and
- f. That CCE be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: June 25, 2013

Respectfully submitted,

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**ATTORNEYS FOR PLAINTIFF
CELLULAR COMMUNICATIONS
EQUIPMENT LLC**

EXHIBIT 2

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

CELLULAR COMMUNICATIONS
EQUIPMENT LLC,

Plaintiff,

v.

LG ELECTRONICS, INC.,
LG ELECTRONICS U.S.A., INC.,
AT&T INC.,
AT&T MOBILITY LLC,
VERIZON COMMUNICATIONS, INC.,
CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS,
SPRINT NEXTEL CORPORATION,
SPRINT SOLUTIONS, INC.,
SPRINT SPECTRUM L.P.,
BOOST MOBILE, LLC,
T-MOBILE USA, INC., and
T-MOBILE US, INC.,

Defendants.

CIVIL ACTION NO. 6:14-cv-982

JURY TRIAL DEMANDED

PLAINTIFF’S ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Cellular Communications Equipment LLC files this Original Complaint against LG Electronics, Inc.; LG Electronics U.S.A., Inc.; AT&T Inc.; AT&T Mobility LLC; Verizon Communications, Inc.; Cellco Partnership d/b/a Verizon Wireless; Sprint Nextel Corporation; Sprint Solutions, Inc.; Sprint Spectrum L.P.; Boost Mobile, LLC; T-Mobile USA, Inc.; and T-Mobile US, Inc. (collectively, the “Defendants”) for infringement of U.S. Patent No. 8,385,966 (“the ’966 patent”), U.S. Patent No. 8,848,556 (“the ’556 patent”), and U.S. Patent No. 8,868,060 (“the ’060 patent”).

THE PARTIES

1. Cellular Communications Equipment LLC (“CCE”) is a Texas limited liability company with its principal place of business in Plano, Texas.

2. On information and belief, LG Electronics, Inc. is incorporated under the laws of South Korea with its principal place of business at LG Twin Towers 20, Yeouido-dong, Yeongdeunspo-gu, Seoul 150-721, South Korea. This Defendant may be served with process at its principal place of business at LG Twin Towers 20, Yeouido-dong, Yeongdeunspo-gu, Seoul 150-721, South Korea. This Defendant does business in the State of Texas and in the Eastern District of Texas.

3. LG Electronics U.S.A., Inc. (with LG Electronics, Inc., “LG”) is a Delaware corporation with its principal place of business in Englewood Cliffs, New Jersey. This Defendant may be served with process through its agent, United States Corporation Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

4. AT&T Inc. is a Delaware corporation with its principal place of business in Dallas, Texas. This Defendant may be served with process through its agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. This Defendant does business in the State of Texas and in the Eastern District of Texas.

5. AT&T Mobility LLC (with AT&T Inc., “AT&T”) is a Delaware limited liability company with its principal place of business in Atlanta, Georgia. This Defendant may be served with process through its agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. This Defendant does business in the State of Texas and in the Eastern District of Texas.

6. Verizon Communications Inc. is a Delaware corporation with its principal place of business in New York, New York. This Defendant may be served with process through its agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. This Defendant does business in the State of Texas and in the Eastern District of Texas.

7. Cellco Partnership d/b/a Verizon Wireless (with Verizon Communications Inc., “Verizon”) is a Delaware general partnership with its principal place of business in Basking Ridge, New Jersey. This Defendant may be served with process through its agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. This Defendant does business in the State of Texas and in the Eastern District of Texas.

8. Sprint Nextel Corporation is a Kansas corporation with its principal place of business in Overland Park, Kansas. This Defendant may be served with process through its agent, Corporation Service Company, 200 S.W. 30th Street, Topeka, Kansas 66611. This Defendant does business in the State of Texas and in the Eastern District of Texas.

9. Sprint Solutions, Inc. is a Delaware corporation with its principal place of business in Reston, Virginia. This Defendant may be served with process through its agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

10. Sprint Spectrum L.P. is a Delaware limited partnership with its principal place of business in Overland Park, Kansas. This Defendant may be served with process through its agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

11. Boost Mobile, LLC (with Sprint Nextel Corporation, Sprint Solutions, Inc., and Sprint Spectrum L.P., “Sprint”) is a Delaware limited liability company with its principal place of business in Irvine, California. This Defendant may be served with process through its agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

12. T-Mobile USA, Inc. is a Delaware corporation with a principal place of business in Bellevue, Washington. This Defendant may be served with process through its agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

13. T-Mobile US, Inc. (with T-Mobile USA, Inc., “T-Mobile”) is a Delaware corporation with its principal place of business in Bellevue, Washington. This Defendant may be served with process through its agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

JURISDICTION AND VENUE

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

15. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a), and 1367.

16. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c), and 1400(b). On information and belief, each Defendant is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, has purposely transacted business in this judicial district, and/or has regular and established places of business in this judicial district.

17. On information and belief, each Defendant is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial and pervasive business in this State and judicial district, including: (i) at least part of their infringing activities alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent conduct, and/or deriving substantial revenue from goods sold and services provided to Texas residents.

18. More specifically, Defendants' substantial contacts with the forum include, but are not limited to: (i) the manufacture, marketing, sale, distribution, and use of LG mobile devices; (ii) the marketing and sale of services for mobile device communications; (iii) the ownership and/or operation of stores where LG mobile devices are sold and serviced; and/or (iv) the provision of technical and customer support for LG mobile devices and attendant mobile device communications services.

COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 8,385,966)

19. CCE incorporates paragraphs 1 through 18 herein by reference.

20. CCE is the assignee of the '966 patent, entitled "Method, Apparatus, and Computer Program for Power Control Related to Random Access Procedures" with ownership of all substantial rights in the '966 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements. A true and correct copy of the '966 patent is attached as Exhibit A.

21. The '966 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

22. Defendants LG, AT&T, Sprint, T-Mobile, and Verizon have and continue to directly and/or indirectly infringe (by inducing infringement and/or contributing to infringement)

one or more claims of the '966 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-7 and 10-17, without the consent or authorization of CCE, by or through their making, having made, offering for sale, selling, importing, testing, and/or use of LG mobile devices, including, for example: the LG G2, LG G3, LG G3 Vigor, LG G Flex, LG G Vista, LG G Pad 7.0 LTE, LG Optimus G, and LG Optimus G Pro (the "'966 AT&T Mobile Devices"); the LG G2, LG G3, LG G3 Vigor, LG G Flex, LG Google Nexus 5, LG Mach, LG Optimus F3, LG Optimus G, and LG Viper (the "'966 Sprint Mobile Devices"); the LG G3, LG Optimus F3Q, LG Optimus F6, LG G Flex, LG Google Nexus 5, and LG Optimus F3 (the "'966 T-Mobile Mobile Devices"); and the LG G3, LG Lucid 3, LG Enact, LG G2, LG G Vista, LG Spectrum 2, LG Lucid 2, LG Lucid 4G, and LG Intuition (the "'966 Verizon Mobile Devices"). These devices are collectively referred to as the "'966 LG Devices."

23. Defendants directly infringe the apparatus claims of the '966 patent by making, using, testing, offering to sell, selling, and/or importing the '966 LG Devices. Defendants also directly infringe the '966 patent by making, using, testing, selling, offering for sale, and/or importing the '966 LG Devices to practice the claimed methods. Defendants are thereby liable for direct infringement.

24. Additionally, Defendants are liable for indirect infringement of the '966 patent because they induce and/or contribute to the direct infringement of the patent by their customers (including, but not limited to, cellular network providers and/or their subscribers) and other end users who use the '966 LG Devices to practice the claimed methods.

25. Each Defendant is a 3rd Generation Partnership Project (or "3GPP") member organization, or is affiliated with a 3GPP member organization. 3GPP solicits identification of standard essential patents, and, through 3GPP, Defendants received actual notice of the standard essential patents at issue here. The '966 patent is one such patent, and Defendants have known

of the patent application that issued as the '966 patent at least as early as June 2011, when it was disclosed to 3GPP via the European Telecommunications Standards Institute ("ETSI," an organizational member of 3GPP).

26. Despite having knowledge of the '966 patent, Defendants named in this Count have and continue to specifically intend for persons who acquire and use such devices, including Defendants' customers, to use such devices in a manner that infringes the '966 patent, including at least claims 1-7. This is evident when Defendants encourage and instruct customers and other end users in the use and operation of the '966 LG Devices.

27. In particular, despite having knowledge of the '966 patent, Defendants have provided, and continue to provide, instructional materials, such as user guides, owner manuals, and similar online resources (available via <http://www.lg.com/us/support/cell-phones> for instance) that specifically teach the customers and other end users to use the '966 LG Devices in an infringing manner. By providing such instructions, Defendants know (and have known), or should know (and should have known), that their actions have, and continue to, actively induce infringement.

28. Additionally, Defendants named in this Count know, and have known, that the '966 LG Devices include proprietary hardware components and software instructions that work in concert to perform specific, intended functions. Such specific, intended functions, carried out by these hardware and software combinations, are a material part of the inventions of the '966 patent and are not staple articles of commerce suitable for substantial non-infringing use.

29. On information and belief, despite having knowledge of the '966 patent and knowledge that they are directly and/or indirectly infringing one or more claims of the '966 patent, Defendants named in this Count have nevertheless continued their infringing conduct and disregarded an objectively high likelihood of infringement; thus, Defendants' infringing

activities relative to the '966 patent have been, and continue to be, willful, wanton, and deliberate in disregard of CCE's rights.

30. On information and belief, LG and AT&T test, make, use, offer for sale, sell, and/or import the '966 AT&T Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

31. On information and belief, LG and Sprint test, make, use, offer for sale, sell, and/or import the '966 Sprint Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and Sprint are jointly, severally, or alternatively liable for infringements described in this Count.

32. On information and belief, LG and T-Mobile test, make, use, offer for sale, sell, and/or import the '966 T-Mobile Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and T-Mobile are jointly, severally, or alternatively liable for infringements described in this Count.

33. On information and belief, LG and Verizon test, make, use, offer for sale, sell, and/or import the '966 Verizon Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and Verizon are jointly, severally, or alternatively liable for infringements described in this Count.

34. CCE has been damaged as a result of Defendants' infringing conduct described in this Count. Defendants are, thus, liable to CCE in an amount that adequately compensates it for

their infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT II

(INFRINGEMENT OF U.S. PATENT NO. 8,848,556)

35. CCE incorporates paragraphs 1 through 18 herein by reference.

36. CCE is the assignee of the '556 patent, entitled "Carrier Aggregation with Power Headroom Report," with ownership of all substantial rights in the '556 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements. A true and correct copy of the '556 patent is attached as Exhibit B.

37. The '556 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

38. Defendants LG, AT&T, Sprint, and Verizon have and continue to directly infringe one or more claims of the '556 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 13-15 and 21-22, without the consent or authorization of CCE, by or through their making, having made, offering for sale, selling, importing, testing, and/or use of LG mobile devices, including, for example: the LG G2 for AT&T (the "'556 AT&T Mobile Devices"); the LG G2 for Sprint (the "'556 Sprint Mobile Devices"); and the LG G2 for Verizon (the "'556 Verizon Mobile Devices"). These devices are collectively referred to as the "'556 LG Devices."

39. Defendants directly infringe the apparatus claims of the '556 patent by making, using, testing, offering to sell, selling, and/or importing the '556 LG Devices. Defendants are thereby liable for direct infringement.

40. Each Defendant is a 3rd Generation Partnership Project (or "3GPP") member organization, or is affiliated with a 3GPP member organization. 3GPP solicits identification of

standard essential patents, and, through 3GPP, Defendants received actual notice of the standard essential patents at issue here. The '556 patent is one such patent, and Defendants have known of the patent application that issued as the '556 patent at least as early as October 2012, when it was disclosed to 3GPP via the European Telecommunications Standards Institute ("ETSI," an organizational member of 3GPP).

41. On information and belief, despite having knowledge of the '556 patent and knowledge that they are directly infringing one or more claims of the '556 patent, Defendants named in this Count have nevertheless continued their infringing conduct and disregarded an objectively high likelihood of infringement; thus, Defendants' infringing activities relative to the '556 patent have been, and continue to be, willful, wanton, and deliberate in disregard of CCE's rights.

42. On information and belief, LG and AT&T test, make, use, offer for sale, sell, and/or import the '556 AT&T Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

43. On information and belief, LG and Sprint test, make, use, offer for sale, sell, and/or import the '556 Sprint Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and Sprint are jointly, severally, or alternatively liable for infringements described in this Count.

44. On information and belief, LG and Verizon test, make, use, offer for sale, sell, and/or import the '556 Verizon Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such

devices. Accordingly, LG and Verizon are jointly, severally, or alternatively liable for infringements described in this Count.

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

COUNT III

(INFRINGEMENT OF U.S. PATENT NO. 8,868,060)

46. CCE incorporates paragraphs 1 through 18 herein by reference.

47. CCE is the assignee of the '060 patent, entitled "Method, Network and Device for Information Provision by Using Paging and Cell Broadcast Services," with ownership of all substantial rights in the '060 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements. A true and correct copy of the '060 patent is attached as Exhibit C.

48. The '060 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

49. Defendants LG, AT&T, Sprint, T-Mobile, and Verizon have and continue to directly and/or indirectly infringe (by inducing infringement and/or contributing to infringement) one or more claims of the '060 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1, 3, 7, 9, and 15, without the consent or authorization of CCE, by or through their making, having made, offering for sale, selling, importing, testing, and/or use of LG mobile devices, including, for example: the LG G2, LG G3, LG G3 Vigor, LG G Flex, and LG G Vista (the "'060 AT&T Mobile Devices"); LG G2, LG G3, LG G3 Vigor, and LG G Flex (the "'060 Sprint Mobile Devices"); LG G3, LG Optimus L90, LG Optimus F3Q, LG

Optimus F6, and LG G Flex (the “’060 T-Mobile Mobile Devices”); and LG G3, LG Lucid 3, LG Enact, LG G2, LG G Vista, and LG Spectrum 2 (the “’060 Verizon Mobile Devices”). These devices are collectively referred to as the “’060 LG Devices.”

50. Defendants directly infringe the apparatus claims of the ’060 patent by making, using, testing, offering to sell, selling, and/or importing the ’060 LG Devices. Defendants also directly infringe the ’060 patent by making, using, selling, offering for sale, and/or importing the ’060 LG Devices to practice the claimed methods. Defendants are thereby liable for direct infringement.

51. Additionally, Defendants are liable for indirect infringement of the ’060 patent because they induce and/or contribute to the direct infringement of the patent by their customers (including, but not limited to, cellular network providers and/or their subscribers) and other end users who use the ’060 LG Devices to practice the claimed methods.

52. Each Defendant is a 3rd Generation Partnership Project (or “3GPP”) member organization, or is affiliated with a 3GPP member organization. 3GPP solicits identification of standard essential patents, and, through 3GPP, Defendants received actual notice of the standard essential patents at issue here. The ’060 patent is one such patent, and Defendants have known of the patent application that issued as the ’060 patent at least as early as December 14, 2010, when it was disclosed to 3GPP via the European Telecommunications Standards Institute (“ETSI,” an organizational member of 3GPP).

53. Despite having knowledge of the ’060 patent, Defendants named in this Count have and continue to specifically intend for persons who acquire and use such devices, including Defendants’ customers, to use such devices in a manner that infringes the ’060 patent, including at least claims 1 and 3. This is evident when Defendants encourage and instruct customers and other end users in the use and operation of the ’060 LG Devices.

54. In particular, despite having knowledge of the '060 patent, Defendants have provided, and continue to provide, instructional materials, such as user guides, owner manuals, and similar online resources (available via <http://www.lg.com/us/support/cell-phones>, for instance) that specifically teach the customers and other end users to use the '060 LG Devices in an infringing manner. By providing such instructions, Defendants know (and have known), or should know (and should have known), that their actions have, and continue to, actively induce infringement.

55. Additionally, Defendants named in this Count know, and have known, that the '060 LG Devices include proprietary hardware components and software instructions that work in concert to perform specific, intended functions. Such specific, intended functions, carried out by these hardware and software combinations, are a material part of the inventions of the '060 patent and are not staple articles of commerce suitable for substantial non-infringing use.

56. On information and belief, despite having knowledge of the '060 patent and knowledge that they are directly and/or indirectly infringing one or more claims of the '060 patent, Defendants named in this Count have nevertheless continued their infringing conduct and disregarded an objectively high likelihood of infringement; thus, Defendants' infringing activities relative to the '060 patent have been, and continue to be, willful, wanton, and deliberate in disregard of CCE's rights.

57. On information and belief, LG and AT&T test, make, use, offer for sale, sell, and/or import the '060 AT&T Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

58. On information and belief, LG and Sprint test, make, use, offer for sale, sell, and/or import the '060 Sprint Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and Sprint are jointly, severally, or alternatively liable for infringements described in this Count.

59. On information and belief, LG and T-Mobile test, make, use, offer for sale, sell, and/or import the '060 T-Mobile Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and T-Mobile are jointly, severally, or alternatively liable for infringements described in this Count.

60. On information and belief, LG and Verizon test, make, use, offer for sale, sell, and/or import the '060 Verizon Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and Verizon are jointly, severally, or alternatively liable for infringements described in this Count.

61. CCE has been damaged as a result of Defendants' infringing conduct described in this Count. Defendants are, thus, liable to CCE in an amount that adequately compensates it for their 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.

JOINDER OF PARTIES

62. CCE incorporates paragraphs 1 through 61 herein by reference.

63. On information and belief, AT&T, Sprint, T-Mobile, and Verizon have each purchased or otherwise acquired from LG certain mobile devices for sale, resale, and/or distribution to their customers (and other end users) that are the subject of Counts I through III

(or some subset thereof). Thus, for these Counts, the right to relief against AT&T, Sprint, T-Mobile, and/or Verizon is asserted jointly and severally with LG.

64. The alleged infringements set forth in Counts I through III arise out of the same transaction, occurrence, or series of transactions or occurrences relating to the testing, making, using, offering for sale, selling, and/or importing of the LG mobile devices made the subject of Counts I through III.

65. Questions of fact common to all Defendants will arise in this action including, for example, infringement by, or through use of, LG mobile devices.

66. Thus, joinder of LG, AT&T, Sprint, T-Mobile, and Verizon is proper in this litigation pursuant to 35 U.S.C. § 299(a).

JURY DEMAND

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

PRAYER FOR RELIEF

CCE requests that the Court find in its favor and against Defendants, and that the Court grant CCE the following relief:

- a. Judgment that one or more claims of the '966, '556, and '060 patents have been infringed, either literally and/or under the doctrine of equivalents, by Defendants and/or by others whose infringements have been induced by Defendants and/or by others to whose infringements Defendants have contributed;
- b. Judgment that Defendants account for and pay to CCE all damages to and costs incurred by CCE because of Defendants' infringing activities and other conduct complained of herein;
- c. Judgment that Defendants account for and pay to CCE a reasonable, ongoing, post-judgment royalty because of Defendants' infringing activities and other conduct complained of herein;
- d. That Defendants' infringements relative to the '966, '556, and '060 patents be found willful from the time that Defendants became aware of the infringing nature

of their products, and that the Court award treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;

- e. That CCE be granted pre-judgment and post-judgment interest on the damages caused by Defendants' infringing activities and other conduct complained of herein; and
- f. That CCE be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: December 19, 2014

Respectfully submitted,

/s/ Edward R. Nelson, III by permission Claire A. Henry

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**ATTORNEYS FOR PLAINTIFF
CELLULAR COMMUNICATIONS
EQUIPMENT LLC**

EXHIBIT 3

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

CELLULAR COMMUNICATIONS
EQUIPMENT LLC,

Plaintiff,

V.

LG ELECTRONICS, INC.,
LG ELECTRONICS U.S.A., INC.,
AT&T MOBILITY LLC,
CELLCO PARTNERSHIP INC. D/B/A
VERIZON WIRELESS,
SPRINT SOLUTIONS, INC.,
SPRINT SPECTRUM L.P.,
BOOST MOBILE, LLC,
T-MOBILE USA, INC., and
T-MOBILE US, INC.,

Defendants.

CIVIL ACTION 6:16CV365 -KNM
SEVERED FROM
CIVIL ACTION NO. 6:13-cv-508

JURY TRIAL DEMANDED

PLAINTIFF'S SECOND AMENDED COMPLAINT
FOR PATENT INFRINGEMENT

Plaintiff Cellular Communications Equipment LLC files this First Amended Complaint against LG Electronics, Inc.; LG Electronics U.S.A., Inc.; AT&T Mobility LLC; Cellco Partnership d/b/a Verizon Wireless; Sprint Solutions, Inc.; Sprint Spectrum L.P.; Boost Mobile, LLC; T-Mobile USA, Inc.; and T-Mobile US, Inc. (collectively, the “Defendants”) for infringement of U.S. Patent No. 6,819,923 (“the ’9923 patent”), U.S. Patent No. 7,941,174 (“the ’174 patent”), U.S. Patent No. 8,055,820 (“the ’820 patent”), U.S. Patent No. 7,218,923 (“the ’8923 patent”) and U.S. Patent No. 6,810,019 (“the ’019 patent”).

devices. Accordingly, LG and Sprint are jointly, severally, or alternatively liable for infringements described in this Count.

63. On information and belief, LG and T-Mobile test, make, use, offer for sale, sell, and/or import '8923 T-Mobile Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and T-Mobile are jointly, severally, or alternatively liable for infringements described in this Count.

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

COUNT V

(INFRINGEMENT OF U.S. PATENT NO. 6,810,019)

65. CCE incorporates paragraphs 1 through 14 herein by reference.

66. CCE is the assignee of the '019 patent, entitled "Reducing Interference in Inter-Frequency Measurement," with ownership of all substantial rights in the '019 patent, including the right to exclude others and to enforce, sue and recover damages for past and future infringements. A true and correct copy of the '019 patent is attached as Exhibit G.

67. The ' 019 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

68. Defendants LG, AT&T, and T-Mobile have and continue to directly infringe one or more claims of the '019 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 11, 12, and 13, by, among other things, making, using, offering for sale, selling and/or importing LG mobile devices, including, for example: the LG Escape 4G,

the LG Nitro HD, the LG Optimus G, and the LG Optimus G Pro, sold or otherwise distributed by or through AT&T (the “’019 AT&T Mobile Devices”); and the LG DoublePlay, the LG G2X, the LG myTouch Q, the LG Nexus 4, and the LG Optimus L9, sold or otherwise distributed by or through T-Mobile (the “’019 T-Mobile Mobile Devices”). These devices are collectively referred to as the “’019 LG Devices.”

69. Defendants directly infringe the apparatus claims of the ’019 patent by making, offering to sell, selling, and/or importing the ’019 LG Devices. Defendants are thereby liable for direct infringement.

70. On information and belief, each Defendant is a 3GPP member organization, or is affiliated with a 3GPP member organization, and has known of the ’019 patent at least as early as May 2009, when it was disclosed to 3GPP via ETSI.

71. On information and belief, despite having knowledge of the ’019 patent and knowledge that they are directly infringing one or more claims of the ’019 patent, Defendants named in this Count have nevertheless continued their infringing conduct and disregarded an objectively high likelihood of infringement; thus, Defendants’ infringing activities relative to the ’019 patent have been, and continue to be, willful, wanton and deliberate in disregard of CCE’s rights.

72. On information and belief, LG and AT&T test, make, use, offer for sale, sell, and/or import ’019 AT&T Mobile Devices described in this Count, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

73. On information and belief, LG and T-Mobile test, make, use, offer for sale, sell, and/or import ’019 T-Mobile Mobile Devices described in this Count, pursuant to one or more

contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, LG and T-Mobile are jointly, severally, or alternatively liable for infringements described in this Count.

74. CCE has been damaged as a result of Defendants' infringing conduct described in this Count. Defendants are, thus, liable to CCE in an amount that adequately compensates it for their 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.

JOINDER OF PARTIES

75. CCE incorporates paragraphs 1 through 74 herein by reference.

76. On information and belief, AT&T, Verizon, Sprint, and T-Mobile have each purchased or otherwise acquired from LG certain mobile devices for sale, resale, and/or distribution to their customers (and other end users) that are the subject of Counts I through V (or some subset thereof). Thus, for these Counts, the right to relief against AT&T, Verizon, Sprint, and/or T-Mobile is asserted jointly and severally with LG.

77. The alleged infringements set forth in Counts I through V arise out of the same transaction, occurrence, or series of transactions or occurrences relating to the testing, making, using, offering for sale, selling, and/or importing of the LG mobile devices made the subject of Counts I through V.

78. Questions of fact common to all Defendants will arise in this action including, for example, infringement by, or through use of, LG mobile devices.

79. Thus, joinder of LG, AT&T, Verizon, Sprint, and T-Mobile is proper in this litigation pursuant to 35 U.S.C. § 299(a).

JURY DEMAND

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

PRAYER FOR RELIEF

CCE requests that the Court find in its favor and against Defendants, and that the Court grant CCE the following relief:

- a. Judgment that one or more claims of the '9923, '174, '820, '8923, and '019 patents have been infringed, either literally and/or under the doctrine of equivalents, by Defendants and/or by others whose infringements have been induced by Defendants and/or by others to whose infringements Defendants have contributed;
- b. Judgment that Defendants account for and pay to CCE all damages to and costs incurred by CCE because of Defendants' infringing activities and other conduct complained of herein;
- c. Judgment that Defendants account for and pay to CCE a reasonable, ongoing, post-judgment royalty because of Defendants' infringing activities and other conduct complained of herein;
- d. That Defendants' infringements relative to the '9923, '174, '820 and/or '019 patents be found willful from the time that Defendants became aware of the infringing nature of their products, and that the Court award treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;
- e. That CCE be granted pre-judgment and post-judgment interest on the damages caused by Defendants' infringing activities and other conduct complained of herein; and
- f. That CCE be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: April 10, 2015

Respectfully submitted,

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EXHIBIT 4

6:13cv508, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

US District Court Docket
United States District Court, Texas Eastern
(Tyler)

This case was retrieved on 12/22/2022

Header

Case Number: 6:13cv508

Date Filed: 06/25/2013

Assigned To: Magistrate Judge K. Nicole Mitchell

Nature of Suit: Patent (830)

Cause: Patent Infringement

Lead Docket: None

Other Docket: None

Jurisdiction: Federal Question

Class Code: Closed

Closed: 08/08/2016

Statute: 35:271

Jury Demand: Both

Demand Amount: \$0

NOS Description: Patent

Participants

Litigants

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Pantech Wireless, LLC Ex. 2003 - Part 1

6:13cv508, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

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Pantech Wireless, LLC Ex. 2003 - Part 1

6:13cv508, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

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IPR 2023-01267, -01268, -01269,
-01270, -01272, -01273

Pantech Wireless, LLC Ex. 2003 - Part 1

6:13cv508, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

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Pantech Wireless, LLC Ex. 2003 - Part 1

6:13cv508, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

#	Date	Proceeding Text	Source
		U.S.A., Inc., LG Electronics, Inc.. (Attachments: # 1 Text of Proposed Order)(Gardner, Allen) Modified on 12/16/2015 (sm,). (Entered: 12/15/2015)	
	12/16/2015	***FILED IN ERROR, TO BE FILED ONLY IN THE LEAD CASE. Document # 93, Motion to withdraw as attorney is now Terminated. PLEASE IGNORE.*** (sm,) (Entered: 12/16/2015)	
94	04/20/2016	ORDER TO SEVER. All claims pertaining to U.S. Patent No. 7,218,923 are hereby severed from the above-captioned cases into separate causes of action. The Clerk of the Court is ORDERED to assign a new case number for each of the severed actions, as set forth in the Motion. The Clerk is ORDERED to consolidate the new actions for pre-trial purposes, with the first case opened to serve as the lead case. Upon consolidation, the Clerk is ORDERED to stay the consolidated proceedings pending the resolution of IPR2015-01927 by the Patent Trial and Appeal Board. Signed by Magistrate Judge K. Nicole Mitchell on 04/20/16. (mll,) (Entered: 04/22/2016)	
	04/20/2016	***All Claims pertaining to US Patent No. 7,218,923 are SEVERED from this cause and assigned to Civil Action 6:16cv365.*** (mll,) (Entered: 04/22/2016)	
95	08/08/2016	ORDER DISMISSING CASE. This civil action is DISMISSED with prejudice, with each party to bear its own costs, expenses and attorneys' fees. Signed by Magistrate Judge K. Nicole Mitchell on 08/08/16. (mll,) (Entered: 08/09/2016)	
96	08/10/2016	Notice of Filing of Patent/Trademark Form (AO 120). AO 120 mailed to the Director of the U.S. Patent and Trademark Office. (tlh,) (Entered: 08/10/2016)	

Patents

Number	Title	Issued	Class	Subclass
6,377,804	Mobile communication systems	04/23/2002	455	435.2
6,819,923	Method for communication of neighbor cell information	11/16/2004	455	424
7,215,962	Method for an intersystem connection handover	05/08/2007	455	437
7,218,923	Control of terminal applications in a network environment	05/15/2007	455	418
7,941,174	Method for multicode transmission by a subscriber station	05/10/2011	455	522
8,055,820	Apparatus, system, and method for designating a buffer status reporting format based on detected pre-selected buffer conditions	11/08/2011	710	57

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End of Document

EXHIBIT 5

6:14cv982, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

US District Court Docket
United States District Court, Texas Eastern
(Tyler)

This case was retrieved on 12/22/2022

Header

Case Number: 6:14cv982

Date Filed: 12/19/2014

Assigned To: Magistrate Judge K. Nicole Mitchell

Nature of Suit: Patent (830)

Cause: Patent Infringement

Lead Docket: None

Other Docket: None

Jurisdiction: Federal Question

Class Code: Closed

Closed: 08/08/2016

Statute: 35:271

Jury Demand: Both

Demand Amount: \$0

NOS Description: Patent

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Pantech Wireless, LLC Ex. 2003 - Part 1

Page 104 of 150

6:14cv982, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

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Pantech Wireless, LLC Ex. 2003 - Part 1

6:14cv982, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

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6:14cv982, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

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Pantech Wireless, LLC Ex. 2003 - Part 1

6:14cv982, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

Litigants

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Consolidated Defendant in Civil Action 6:14cv983 |
[Terminated: 03/03/2015]
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Pantech Wireless, LLC Ex. 2003 - Part 1

6:14cv982, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

Litigants

T-Mobile US, Inc.
Consolidated Civil Action 6:15cv49 |
[Terminated: 01/06/2016]
Consol Defendant

LG Electronics, Inc.
Consolidated Civil Action 6:13cv508 |
Consol Defendant

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Pantech Wireless, LLC Ex. 2003 - Part 1

6:14cv982, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

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Pantech Wireless, LLC Ex. 2003 - Part 1

6:14cv982, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

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Pantech Wireless, LLC Ex. 2003 - Part 1

6:14cv982, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

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Consolidated Civil Action 6:14cv983 |
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Pantech Wireless, LLC Ex. 2003 - Part 1

6:14cv982, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

#	Date	Proceeding Text	Source
		which time the stay shall be lifted. Signed by Magistrate Judge K. Nicole Mitchell on 06/06/16. (mll,) (Entered: 06/06/2016)	
212	07/13/2016	Joint MOTION to Stay and Notice of Resolution by Cellular Communications Equipment LLC. (Attachments: # 1 Text of Proposed Order)(Nelson, Edward) (Entered: 07/13/2016)	
213	07/18/2016	NOTICE of Change of Address by Jack Wesley Hill (Hill, Jack) (Entered: 07/18/2016)	
214	07/20/2016	ORDER granting 212 Motion to Stay. All deadlines in the above-captioned Consolidated Lead Case are stayed for 30 days. Signed by Magistrate Judge K. Nicole Mitchell on 07/20/16. (mll,) (Entered: 07/20/2016)	
215	08/04/2016	STIPULATION of Dismissal Joint Stipulation of Dismissal by Cellular Communications Equipment LLC, LG Electronics U.S.A., Inc., LG Electronics, Inc.. (Attachments: # 1 Text of Proposed Order)(Nelson, Edward) (Entered: 08/04/2016)	
216	08/08/2016	ORDER DISMISSING CASE. This civil action is DISMISSED with prejudice, with each party to bear its own costs, expenses and attorneys' fees. Signed by Magistrate Judge K. Nicole Mitchell on 08/08/16. (mll,) (Entered: 08/09/2016)	
217	08/10/2016	Notice of Filing of Patent/Trademark Form (AO 120). AO 120 mailed to the Director of the U.S. Patent and Trademark Office. (tlh,) (Entered: 08/10/2016)	

Patents

Number	Title	Issued	Class	Subclass
8,385,966	Method, apparatus and computer program for power control related to random access procedures	02/26/2013	455	522
8,848,556	Carrier aggregation with power headroom report	09/30/2014	370	252
8,868,060	Method, network and device for information provision by using paging and cell broadcast services	10/21/2014	455	419

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EXHIBIT 6

6:16cv365, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

US District Court Docket
United States District Court, Texas Eastern
(Tyler)

This case was retrieved on 12/22/2022

Header

Case Number: 6:16cv365

Date Filed: 04/20/2016

Assigned To: Magistrate Judge K. Nicole Mitchell

Nature of Suit: Patent (830)

Cause: Patent Infringement

Lead Docket: None

Other Docket: None

Jurisdiction: Federal Question

Class Code: Closed

Closed: 08/09/2016

Statute: 35:271

Jury Demand: Both

Demand Amount: \$0

NOS Description: Patent

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Pantech Wireless, LLC Ex. 2003 - Part 1

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6:16cv365, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

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Pantech Wireless, LLC Ex. 2003 - Part 1

6:16cv365, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

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Pantech Wireless, LLC Ex. 2003 - Part 1

6:16cv365, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

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6:16cv365, Cellular Communications Equipment Llc V. Lg Electronics, Inc. Et Al

#	Date	Proceeding Text	Source
		DISMISSED WITH PREJUDICE, with each party to bear its own costs, expenses and attorneys fees. Signed by Magistrate Judge K. Nicole Mitchell on 8/8/2016. (gsg) (Entered: 08/09/2016)	

Patents

Number	Title	Issued	Class	Subclass
6,810,019	Reducing interference in inter-frequency measurement	10/26/2004	370	252
6,819,923	Method for communication of neighbor cell information	11/16/2004	455	424
7,218,923	Control of terminal applications in a network environment	05/15/2007	455	418
7,941,174	Method for multicode transmission by a subscriber station	05/10/2011	455	522
8,055,820	Apparatus, system, and method for designating a buffer status reporting format based on detected pre-selected buffer conditions	11/08/2011	710	57

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EXHIBIT 7

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

**CORE WIRELESS LICENSING
S.A.R.L.**

Plaintiff,

V.

**LG ELECTRONICS, INC., AND LG
ELECTRONICS MOBILECOMM
U.S.A., INC.**

Defendants.

CIVIL ACTION NO. _____

JURY TRIAL DEMANDED

**CORE WIRELESS LICENSING S.A.R.L.'S
COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff, Core Wireless Licensing S.a.r.l. (“Core Wireless”), for its Complaint against Defendants LG Electronics, Inc. (“LGE”) and LG Electronics MobileComm U.S.A., Inc. (“LG Mobile”) (collectively, “LG Defendants”) alleges:

THE PARTIES

1. Core Wireless is a corporation duly organized and existing under the laws of the Grand Duchy of Luxembourg, having a principal place of business at 16, Avenue Pasteur L-2310 Luxembourg. Core Wireless has a regular and established place of business and does business relating to the patents-in-suit in connection with its wholly-owned subsidiary, Core Wireless Licensing Ltd. (“Core Wireless USA”), a corporation duly organized and existing under the laws of the State of Texas, having a principal place of business at 5601 Granite Parkway, Suite 1300, Plano, TX 75024, which is within the Eastern District of Texas. All pertinent documents and discovery relevant to this matter either reside at Core Wireless USA’s local address or will be produced at that address. Core Wireless is the owner of record of the patents involved in this action.

2. Defendant LG Electronics, Inc. is a foreign corporation organized and existing under the laws of the Republic of Korea with its principal place of business in Seoul, South Korea. On information and belief, this Defendant may be served with process at its principal place of business at LG Twin Towers, 128 Yeoui-daero, Yeongdeungpo-gu, Seoul 150-721, Republic of Korea. LGE designs, makes, and sells many different products world-wide for consumer use including wireless mobile communications devices such as smartphone handsets and tablet computers. LGE maintains operations in many countries throughout the world. LGE is a parent corporation of Defendant LG Mobile.

3. Defendant LG Electronics MobileComm U.S.A., Inc. (d/b/a LG Mobile) is a wholly-owned subsidiary of LGE and is a California corporation with its principal place of

business at 10101 Old Grove Road, San Diego, California 92131. This Defendant may also be served with process in Texas through its registered agent, National Registered Agents, Inc., 1999 Bryan Street, Suite 900, Dallas, Texas 75201. LG Mobile distributes a variety of wireless mobile communication devices, including without limitation smartphone handsets and tablet computers, to customers throughout the United States. On information and belief, LG Mobile has imported such goods manufactured by LGE from South Korea.

JURISDICTION

4. This is an action arising under the patent laws of the United States. Accordingly, this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. This Court has personal jurisdiction over the LG Defendants because each does business in the State of Texas and in this judicial district and/or has infringed or caused infringement in the State of Texas and in this judicial district.

6. This Court has personal jurisdiction over the LG Defendants because the LG Defendants have established minimum contacts with the Eastern District of Texas. The LG Defendants manufacture (directly or indirectly through third party manufacturers) and/or assemble products that are and have been used, offered for sale, sold, and purchased in the Eastern District of Texas. LG Defendants, directly and/or through their distribution network, place wireless mobile communication devices within the stream of commerce, which stream is directed at this district, with the knowledge and/or understanding that those products will be sold in the State of Texas, including in the Eastern District of Texas. LGE's largest single distribution point in the United States is located in the Fort Worth, Texas area where LGE is consolidating its distribution operations in a 1.2 million-square-foot distribution hub. LGE also employs individuals in the Dallas/Fort Worth area and elsewhere in the State of Texas. Jurisdiction over LG Defendants in this matter is also proper inasmuch as LG Defendants have

voluntarily submitted to the jurisdiction of the courts by commencing litigations within the State of Texas, LG Mobile has registered with the Texas Secretary of State's Office to do business in the State of Texas, and LG Mobile has appointed a registered agent. Therefore, the exercise of jurisdiction over LG Defendants is appropriate under the applicable jurisdictional statutes and would not offend traditional notions of fair play and substantial justice.

VENUE

7. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400(b) because LG Defendants have committed, and continue to commit, acts of infringement, including providing wireless mobile communication devices that are used, offered for sale, sold, and have been purchased in the State of Texas, including in the Eastern District of Texas.

FACTUAL ALLEGATIONS

8. United States Patent No. 8,713,476 ("’476"), entitled *Computing Device With Improved User Interface For Applications*, was duly and lawfully issued April 29, 2014. The ’476 patent is a continuation of the application that matured into United States Patent No. 8,434,020 identified below. Core Wireless is the current owner of all rights, title, and interest in and to the ’476 patent. A true and correct copy of the ’476 patent is attached hereto as Exhibit 1.

9. United States Patent No. 8,498,671 ("’671"), entitled *Mobile Telephone Device With User-Selectable Content Displayed And Updated During Idle Time* was duly and lawfully issued July 30, 2013. Core Wireless is the current owner of all rights, title, and interest in and to the ’671 patent. A true and correct copy of the ’671 patent is attached hereto as Exhibit 2.

10. United States Patent No. 8,434,020 ("’020"), entitled *Computing Device With Improved User Interface For Applications*, was duly and lawfully issued April 30, 2013. Core Wireless is the current owner of all rights, title, and interest in and to the ’020 patent. A true and correct copy of the ’020 patent is attached hereto as Exhibit 3.

11. United States Patent No. 7,072,667 (“’667”), entitled *Location Information Service For A Cellular Telecommunications Network*, was duly and lawfully issued July 4, 2006. Core Wireless is the current owner of all rights, title, and interest in and to the ’667 patent. A true and correct copy of the ’667 patent is attached hereto as Exhibit 4.

12. United States Patent No. 5,907,823 (“’823”), entitled *Method And Circuit Arrangement For Adjusting The Level Or Dynamic Range Of An Audio Signal*, was duly and lawfully issued May 25, 1999. Core Wireless is the current owner of all rights, title, and interest in and to the ’823 patent. A true and correct copy of the ’823 patent is attached hereto as Exhibit 5.

GENERAL ALLEGATIONS

13. The LG Defendants have directly and indirectly infringed and continue to directly and indirectly infringe each of the ’476, ’671, ’020, ’667, and ’823 patents (“patents-in-suit”) by engaging in acts constituting infringement under 35 U.S.C. § 271(a), (b), and/or (c) including without limitation by one or more of making, using, selling and offering to sell, in this District and elsewhere in the United States, and importing into this District and elsewhere in the United States, certain wireless mobile communication devices having a version (or an adaption thereof) of the Android operating system (“LG Android Products”).

14. The LG Defendants are doing business in the United States, and, more particularly, in the Eastern District of Texas by making, using, selling, importing, and/or offering for sale LG Android Products, including without limitation LG Defendants’ devices marketed and sold within LG Defendants’ Optimus, G, L, F, and Nexus device families, its G Pad family of tablets, and other exemplary products including without limitation the Connect 4G MS840, D820, Elite LS696, Enact VS890, Escape P870, Intuition VS950, Lucid VS840, Lucid 2 VS870,

Mach LS860, Marquee LG855, Motion 4G MS770, Nitro P930, Rumor Reflex S LN272S, Spectrum VS920, Spectrum 2 VS930, Spirit 4G MS870, Splendor US370, Venice LG370, and Viper LS840 products that infringe one or more of the patent claims involved in this action.

FIRST COUNT
(Infringement of the '476 patent)

15. Core Wireless incorporates by reference the allegations set forth in Paragraphs 1-14 of this Complaint as though fully set forth herein.

16. In violation of 35 U.S.C. § 271(a), LG Defendants are and have been infringing one or more claims of the '476 patent directly by making, using, offering to sell, and/or selling in the United States, and/or importing into the United States, without authority, products, including without limitation LG Android Products, that are covered by or practice the inventions claimed in the '476 patent. LG Defendants are infringing claims of the '476 patent literally and/or pursuant to the doctrine of equivalents.

17. In violation of 35 U.S.C. § 271(b), LG Defendants are and have been infringing one or more of the '476 patent's claims indirectly by inducing the infringement of the '476 patent's claims by third parties, including without limitation manufacturers, resellers, and/or end users of LG Android Products, in this District, and elsewhere in the United States. Direct infringement is the result of activities performed by third parties in relation to the LG Android Products, including without limitation use of the LG Android Products.

18. LG Defendants' affirmative acts of selling the LG Android Products, causing the LG Android Products to be manufactured and distributed, and providing instructive materials and information concerning operation and use of the LG Android Products induced third parties to make or use LG Android Products in their normal and customary way to infringe the '476 patent's claims. By manufacturing, distributing, and selling the LG Android Products, LG

Defendants knowingly and specifically intend third parties to infringe the '476 patent's claims. LG Defendants now know of the '476 patent, LG Defendants perform affirmative acts that constitute induced infringement, and LG Defendants know or should know that those acts induce actual infringement of one or more of the '476 patent's claims by third parties.

19. In violation of 35 U.S.C. § 271(c), LG Defendants are and have been infringing one or more of the '476 patent's claims indirectly by contributing to the infringement of the '476 patent's claims by third parties, including without limitation manufacturers, resellers, and/or end users of LG Android Products, in this District, and elsewhere in the United States. Direct infringement is the result of activities performed by third parties in relation to the LG Android Products, including without limitation use of the LG Android Products.

20. LG Defendants install, configure, and sell LG Android Products with distinct and separate hardware and/or software components especially made or especially adapted to practice the invention claimed in the '476 patent. That hardware and/or software is a material part of the invention. That hardware and/or software is not a staple article or commodity of commerce because it is specifically designed to perform the claimed functionality. Any other use of that hardware and/or software would be unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental.

21. A reasonable inference may be drawn from the facts set forth above that LG Defendants are making, using, offering to sell, and/or selling in the United States, and/or importing into the United States, without authority, a component of a patented machine, manufacture, combination or composition, or a material or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially

30. A reasonable inference may be drawn from the facts set forth above that LG Defendants are making, using, offering to sell, and/or selling in the United States, and/or importing into the United States, without authority, a component of a patented machine, manufacture, combination or composition, or a material or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringement of a patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use.

31. Core Wireless is informed and believes that LG Defendants intend to and will continue to directly infringe, induce infringement and/or contribute to the infringement of the '671 patent.

32. LG Defendants' acts of infringement have caused damages to Core Wireless and Core Wireless is entitled to recover from LG Defendants the damages sustained by Core Wireless as a result of LG Defendants' wrongful acts in an amount subject to proof at trial.

THIRD COUNT
(Infringement of the '020 patent)

33. Core Wireless incorporates by reference the allegations set forth in Paragraphs 1-32 of this Complaint as though fully set forth herein.

34. In violation of 35 U.S.C. § 271(a), LG Defendants are and have been infringing one or more claims of the '020 patent directly by making, using, offering to sell, and/or selling in the United States, and/or importing into the United States, without authority, products, including without limitation LG Android Products, that are covered by or practice the inventions claimed in the '020 patent. LG Defendants are infringing claims of the '020 patent literally and/or pursuant to the doctrine of equivalents.

35. In violation of 35 U.S.C. § 271(b), LG Defendants are and have been infringing one or more of the '020 patent's claims indirectly by inducing the infringement of the '020 patent's claims by third parties, including without limitation manufacturers, resellers, and/or end users of LG Android Products, in this District, and elsewhere in the United States. Direct infringement is the result of activities performed by third parties in relation to the LG Android Products, including without limitation use of the LG Android Products.

36. LG Defendants' affirmative acts of selling the LG Android Products, causing the LG Android Products to be manufactured and distributed, and providing instructive materials and information concerning operation and use of the LG Android Products induced third parties to make or use LG Android Products in their normal and customary way to infringe the '020 patent's claims. By manufacturing, distributing, and selling the LG Android Products, LG Defendants knowingly and specifically intend third parties to infringe the '020 patent's claims. LG Defendants now know of the '020 patent, LG Defendants perform affirmative acts that constitute induced infringement, and LG Defendants know or should know that those acts induce actual infringement of one or more of the '020 patent's claims by third parties.

37. In violation of 35 U.S.C. § 271(c), LG Defendants are and have been infringing one or more of the '020 patent's claims indirectly by contributing to the infringement of the '020 patent's claims by third parties, including without limitation manufacturers, resellers, and/or end users of LG Android Products, in this District, and elsewhere in the United States. Direct infringement is the result of activities performed by third parties in relation to the LG Android Products, including without limitation use of the LG Android Products.

38. LG Defendants install, configure, and sell LG Android Products with distinct and separate hardware and/or software components especially made or especially adapted to practice

the invention claimed in the '020 patent. That hardware and/or software is a material part of the invention. That hardware and/or software is not a staple article or commodity of commerce because it is specifically designed to perform the claimed functionality. Any other use of that hardware and/or software would be unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental.

39. A reasonable inference may be drawn from the facts set forth above that LG Defendants are making, using, offering to sell, and/or selling in the United States, and/or importing into the United States, without authority, a component of a patented machine, manufacture, combination or composition, or a material or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringement of a patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use.

40. Core Wireless is informed and believes that LG Defendants intend to and will continue to directly infringe, induce infringement, and/or contribute to infringement of the '020 patent's claims.

41. LG Defendants' acts of infringement have caused damages to Core Wireless and Core Wireless is entitled to recover from LG Defendants the damages sustained by Core Wireless as a result of LG Defendants' wrongful acts in an amount subject to proof at trial.

FOURTH COUNT
(Infringement of the '667 patent)

42. Core Wireless incorporates by reference the allegations set forth in Paragraphs 1-41 of this Complaint as though fully set forth herein.

43. In violation of 35 U.S.C. § 271(a), LG Defendants are and have been infringing one or more claims of the '667 patent directly by making, using, offering to sell, and/or selling in

EXHIBIT 8

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US District Court Docket
United States District Court, Texas Eastern
(Marshall)

This case was retrieved on **12/22/2022**

Header

Case Number: 2:14cv911

Date Filed: 09/26/2014

Assigned To: Judge Rodney Gilstrap

Nature of Suit: Patent (830)

Cause: Patent Infringement

Lead Docket: None

Other Docket: USCA - FEDERAL CIRCUIT, 18-02296,
USCA-FEDERAL CIRCUIT, 16-02684, USCA-Federal
Circuit, 17-01922

Jurisdiction: Federal Question

Class Code: Closed

Closed: 11/04/2020

Statute: 35:271

Jury Demand: Both

Demand Amount: \$0

NOS Description: Patent

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#	Date	Proceeding Text	Source
		10/16/2015)	
230	10/16/2015	Letter Brief filed by Core Wireless Licensing S.a.r.l. (Attachments: # 1 Errata 1)(Troupson, Theresa) (Entered: 10/16/2015)	
231	10/19/2015	ORDER granting 227 Motion for Extension of Time to Complete Discovery. Signed by Magistrate Judge Roy S. Payne on 10/16/15. (ch,) (Entered: 10/19/2015)	
232	10/21/2015	NOTICE of Attorney Appearance by Jamie B Beaver on behalf of LG Electronics MobileComm U.S.A., Inc., LG Electronics, Inc. (Beaver, Jamie) (Entered: 10/21/2015)	
233	10/21/2015	NOTICE of Attorney Appearance by Kfir B Levy on behalf of LG Electronics MobileComm U.S.A., Inc., LG Electronics, Inc. (Levy, Kfir) (Entered: 10/21/2015)	
234	10/26/2015	SEALED REPLY to Notice of Compliance - Letter Brief re 229 SEALED Notice of Compliance - Letter Brief filed by Core Wireless Licensing S.a.r.l. Filed by LG Electronics MobileComm U.S.A., Inc., LG Electronics Mobilecomm U.S.A., Inc., LG Electronics, Inc., LG Electronics, Inc.. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2)(Finn, Herbert) (Entered: 10/26/2015)	
235	10/26/2015	REPLY to Notice of Compliance - Letter Brief re 230 Notice of Compliance - Letter Brief filed by Core Wireless Licensing S.a.r.l. Filed by LG Electronics MobileComm U.S.A., Inc., LG Electronics, Inc. filed by LG Electronics MobileComm U.S.A., Inc., LG Electronics, Inc.. (Attachments: # 1 Exhibit 1)(Perlson, David) (Entered: 10/26/2015)	
236	10/26/2015	REPLY to Notice of Compliance - Letter Brief re 230 Notice of Compliance - Letter Brief filed by Core Wireless Licensing S.a.r.l. Filed by LG Electronics Mobilecomm U.S.A., Inc., LG Electronics MobileComm U.S.A., Inc., LG Electronics, Inc., LG Electronics, Inc. filed by LG Electronics Mobilecomm U.S.A., Inc., LG Electronics MobileComm U.S.A., Inc., LG Electronics, Inc., LG Electronics, Inc.. (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit, # 4 Exhibit, # 5 Exhibit, # 6 Exhibit)(Finn, Herbert) (Entered: 10/26/2015)	
237	10/27/2015	Unopposed MOTION to Withdraw as Attorney by Core Wireless Licensing S.a.r.l.. (Attachments: # 1 Text of Proposed Order)(Bunsow, Henry) (Entered: 10/27/2015)	
238	10/29/2015	SEALED RESPONSE Opposition to Motion re 220 SEALED MOTION to Dismiss Core Wireless Breach of Contract Claim for Failure to Join A Necessary and Indispensable Party filed by Core Wireless Licensing S.a.r.l.. (Troupson, Theresa) (Entered: 10/29/2015)	
239	10/30/2015	SEALED RESPONSE to Motion re 223 SEALED MOTION to Compel Production of Detailed Privilege Log and Allegedly Privileged Documents filed by Core Wireless Licensing S.a.r.l.. (Attachments: # 1 Affidavit Foran Declaration, # 2 Affidavit Lindgren Declaration, # 3 Text of Proposed Order Proposed Order)(Junker, Andrew) (Entered: 10/30/2015)	
240	11/02/2015	ORDER - The Court has received Mr. Egans invoice for services for GROUP III, and hereby ORDERS payment to be promptly made as follows. Signed by Magistrate Judge Roy S. Payne on 11/2/2015. (ch,) (Entered: 11/02/2015)	
241	11/02/2015	ORDER - The Court has received Mr. Egans invoice for services for GROUP II and hereby ORDERS payment to be promptly made as follows. Signed by Magistrate Judge Roy S. Payne on 11/2/2015. (ch,) (Entered: 11/02/2015)	
242	11/02/2015	ORDER - The Court has received Mr. Egans invoice for services for GROUP I and hereby ORDERS payment to be promptly made as follows. Signed by Magistrate Judge Roy S. Payne on 11/2/2015. (ch,) (Entered: 11/02/2015)	

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#	Date	Proceeding Text	Source
		Order)(Fenster, Marc) (Entered: 10/29/2020)	
688	11/04/2020	MANDATE of USCA as to 670 Notice of Appeal - FEDERAL CIRCUIT 18-2296 (ch,) (Entered: 11/04/2020)	
689	11/04/2020	ORDER granting 687 Motion to Dismiss. All claims in the above-captioned case are DISMISSED WITH PREJUDICE. Signed by District Judge Rodney Gilstrap on 11/4/2020. (ch,) (Entered: 11/05/2020)	
690	11/05/2020	Notice of Filing of Patent/Trademark Form (AO 120) at termination of case. AO 120 mailed to the Director of the U.S. Patent and Trademark Office. (ch,) (Entered: 11/05/2020)	

Patents

Number	Title	Issued	Class	Subclass
5,907,823	Method and circuit arrangement for adjusting the level or dynamic range of an audio signal	05/25/1999	704	225
7,072,667	Location information service for a cellular telecommunications network	07/04/2006	455	456.1
8,434,020	Computing device with improved user interface for applications	04/30/2013	715	808
8,498,671	Mobile telephone device with user-selectable content displayed and updated during idle time	07/30/2013	455	566
8,713,476	Computing device with improved user interface for applications	04/29/2014	715	808

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EXHIBIT 9

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

MOBILE TELECOMMUNICATIONS	§	
TECHNOLOGIES, LLC,	§	
Plaintiff,	§	Civil Act. No. 2:13-cv-947-JRG-RSP
v.	§	
	§	
LG ELECTRONICS MOBILECOMM U.S.A.,	§	JURY TRIAL REQUESTED
INC.,	§	
Defendant.	§	

**PLAINTIFF MOBILE TELECOMMUNICATIONS
TECHNOLOGIES, LLC’S AMENDED COMPLAINT**

Plaintiff Mobile Telecommunications Technologies, LLC (“MTel” or “Plaintiff”) by and through its undersigned attorneys, hereby pleads the following claims for patent infringement against Defendant LG Electronics MobileComm U.S.A., Inc. (“LG” or “Defendant”) and alleges as follows.

THE PARTIES

1. Plaintiff MTel is a Delaware limited liability company having a principal place of business at 1720 Lakepointe Drive, Suite 100, Lewisville, TX 75057. MTel is a wholly owned subsidiary of United Wireless Holdings, Inc. (“United Wireless”). In 2008, United Wireless, through another of its wholly owned subsidiaries, Velocita Wireless, LLC, purchased the SkyTel wireless network from Bell Industries, including assets related to SkyTel’s more than twenty year history as a wireless data company. Velocita Wireless, LLC, continued to operate the SkyTel wireless data network after the acquisition. As a result of that transaction, United Wireless gained ownership and control over the portfolio of intellectual property, including patents, developed over the years by several SkyTel-related entities, including Mobile Telecommunication Technologies Corp. (“MTEL Corp.”), Destineer Corporation, and SkyTel Communications. United Wireless subsequently assigned certain of the patent assets, including

the patents-in-suit, together with all rights of recovery related to those patent assets to its wholly owned subsidiary, MTel, which is the plaintiff here.

2. MTEL Corp. was a pioneer of two-way wireless data communications and launched the world’s first two-way wireless paging service, dubbed SkyTel 2-Way. The SkyTel paging operations and business are currently based out of Lewisville, Texas.

3. MTel asserts against Defendant LG in this action U.S. Patent Nos. 5,809,428 (the “’428 Patent”), 5,754,946 (the “’946 Patent”) and 5,894,506 (the “’506 Patent”) (together, the “Patents-in-Suit” or the “asserted patents”).

4. MTel is informed and believes, and thereon alleges, that defendant LG (which does business as LG Mobile Phones) is a corporation organized under the laws of the State of California with its headquarters at 10101 Old Grove Road, San Diego, California 92131.

JURISDICTION AND VENUE

5. This is an action for patent infringement under the Patent Laws of the United States, 35 U.S.C. §1 et. seq. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§1331 and 1338(a).

6. This Court has personal jurisdiction over LG under the laws of the State of Texas, including the Texas long-arm statute, TEX. CIV. PRAC. & REM. CODE §17.042. LG has been, and currently is, continuously and systematically conducting business in this jurisdiction and throughout Texas. LG has systematically, continuously, and purposefully harmed MTel in this jurisdiction by making, using, importing, offering for sale, or selling infringing communication networks, network operations centers, mobile units, related hardware, or related software that infringe one or more claims of the ’428 Patent, the ’946 Patent, and/or the ’506 Patent. LG has systematically, continuously, and purposefully harmed MTel in this jurisdiction by knowingly

contributing to or inducing infringement of one or more claims of the '428 Patent and/or the '946 Patent.

7. Venue is proper under 28 U.S.C. §§1391(a) & (c), and 1400(b).

FIRST CLAIM FOR RELIEF

(Infringement of United States Patent No. 5,809,428)

8. Plaintiff reincorporates Paragraphs 1 through 7 as though fully set forth herein.

9. The United States Patent and Trademark Office ("USPTO") duly and lawfully issued the '428 Patent, entitled "Method and Device for Processing Undelivered Data Messages in a Two-Way Wireless Communications System" on September 15, 1998. MTel is the assignee of all right, title, and interest in and to the '428 Patent and possesses the exclusive right of recovery, including the exclusive right to recover for past, present, and future infringement. Each and every claim of the '428 Patent is valid and enforceable and each enjoys a statutory presumption of validity separate, apart, and in addition to the statutory presumption of validity enjoyed by every other of its claims. 35 U.S.C. §282. A true and correct copy of the '428 Patent is attached hereto as Exhibit A.

10. The '428 Patent describes and claims, *inter alia*, methods, systems, and devices for storing undeliverable messages, such as e-mail, text, and instant messages.

11. MTel is informed and believes, and thereon alleges, that LG, without authorization or license, has been and is now directly or indirectly infringing one or more claims of the '428 Patent in violation of 35 U.S.C. §271, including as stated below.

12. MTel is informed and believes, and thereon alleges, that LG's customers and all end-users of LG devices, equipment, products, or services are direct infringers of the '428 Patent.

13. LG has knowledge of the '428 Patent and acts and will continue to act with an objectively high likelihood that its actions constitute infringement of that valid patent. Such

infringement demonstrates a deliberate and conscious decision to infringe, or at least a reckless disregard of MTel's patent rights, entitling MTel to up to treble damages.

14. MTel is informed and believes, and thereon alleges, that LG has directly infringed, literally and/or under the doctrine of equivalents, and will continue to directly infringe each patent claim of the '428 Patent by making, using, selling, offering to sell, and/or importing into the United States network operation centers (*e.g.*, XMPP (or similar protocol)-compliant servers and/or other networking components) and mobile units (*i.e.*, LG Android or Windows phones, tablets, and other wireless devices such as Ally, Apex, Axis, Connect 4G, Escape, Esteem, Genesis, Ignite, Lucid, Mach, Motion 4G, Nexus 4, Optimus 2, Optimus 2X, Optimus 3D, Optimus Black, Optimus S, Optimus C, Optimus Elite, Optimus G, Optimus G Pro, Optimus G2, Optimus M, Optimus M+, Optimus Pad LTE, Optimus Q, Optimus U, Optimus V, Optimus Slider, Phoenix, Splendor, Thrill 4G, Thrive, Viper) that provide XMPP-(or similar protocol) compliant messaging services and applications (*e.g.*, ChatON, Google Cloud Messaging ("GCM"), Google Talk/Hangouts, Agile Messenger, AIO Instant Messenger, Asia IM, Beejive, Beem, Bluejabb IM XMPP, BombusMod, BombusQD, Bria Android, Bruno the Jabber Bear, Business Communicator, Callpoint, ChatCat Multilingual, IM App, CIM, Crolix Communicator, Dodo, Facebook Chat, Gibberbot, Google Talk Chat and XMPP, GTalkShare, GTalkSMS, GTalkSMS Donate, Handsfree SMS, Hotweb (Beta), ICall: Free Calls + Text, iChat XMPP, IM GreenBug Beta, IM+, imov Messenger, Intelli IM, Jabiru, jTalk, Juick Advanced, Max Call, Maxis BizVoice, Mimi Location (Family Safety), MoliCity Talk Talk, Mundu IM Lite, My Message, myChatDroid, NFC XMPP Intent, OctroTalk, Paint Chat, Profile, PSChat Lite, SecureChat, Servers Ultimate & Servers, Ultimate Pro, Simple XMPP Client, SMSWiFi (Beta), Spicy XMPP Chat Client, Talkonaut, TextOne, Tigase Messenger, Trillian,

Twinsee – free video calls, Unique Dial SIP Softphone, Vegas Mobile, Voice Chat for Car Free, VoIP Video SIP softphone, Wauwl, WCS Mobile AIR, Xabber, Xabber VIP, XMessenger, XMPP notify, XMPP notify full, XMPP Server & XMPP Server Pro, and Yaxim) (collectively, “Messaging Services”) that embody or practice the method of each claim of the ’428 Patent. These applications are preinstalled on the mobile devices before delivery to the end-user or are provided by or through LG’s App Store or the Google Play App Store.

15. MTel is informed and believes, and thereon alleges, that the use by end users of Messaging Services on the accused mobile units also practices the methods of the ’428 Patent. Such use by the end users is direct patent infringement of the ’428 Patent. LG has and will continue to contribute to and induce the infringement of end users by intentionally instructing and otherwise encouraging infringement and by providing infringing mobile units and compatible Messaging Services preinstalled and for installation after activation of LG-branded mobile devices. The Messaging Services and mobile devices have features relevant to the end users’ direct infringement that have no substantially non-infringing uses other than to operate and perform as claimed by one or more claims of the ’428 Patent. The LG-branded mobile devices are specially enabled for utilizing the Messaging Services. LG encourages end users to use the Messaging Services and intends the end users to use its LG-branded mobile units enabled with at least one Messaging Service as contemplated by the claims of the ’428 Patent. LG intentionally contributes to and induces direct infringement of the ’428 Patent with knowledge that its actions constitute infringement of the ’428 Patent since at least the filing or service of this action.

16. MTel is informed and believes, and thereon alleges, that LG also intentionally encourages and instructs Mobile Network Operators (*e.g.*, AT&T, Sprint, Verizon) and/or

retailers to make, use, import, sell, and/or offer to sell LG mobile devices running the Android or Windows operating systems that LG knows infringe each claim of the '428 Patent. LG provides detailed instructions and support regarding how to operate mobile devices and network operation centers in manners that infringe the '428 Patent. LG also induces infringement by, for example, entering marketing and sales agreements and by providing components used in infringement, technical support, advertisements, marketing materials, instruction booklets, user guides, email services, messaging services, and/or service manuals.

17. MTel is informed and believes, and thereon alleges, that LG induced and continues to induce the infringement of at least one claim of the '428 Patent, literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. §271(b), by, among other things, actively, knowingly, and/or recklessly aiding and abetting others (including LG's customers and end users) through activities such as marketing with the specific intent to induce others to directly use without license or authority, products that fall within the scope of at least one claim of the '428 Patent.

Willful Infringement of the '428 Patent

18. Any further infringing activity demonstrates a deliberate and conscious decision to infringe the '428 Patent or, at the very least, a reckless disregard of MTel's patent rights. LG continuing to make, use, offer to sell, sell, or import infringing products constitutes willful infringement for which MTel is entitled to up to treble damages as well as attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§284, 285.

SECOND CLAIM FOR RELIEF

(Infringement of United States Patent No. 5,754,946)

19. Plaintiff reincorporates Paragraphs 1 through 18 of as though fully set forth herein.

20. The USPTO duly and lawfully issued the '946 Patent entitled "Nationwide Communication System" on May 19, 1998. MTel is the assignee of all right, title, and interest in and to the '946 Patent and possesses the exclusive right of recovery, including the exclusive right to recover for past, present, and future infringement. Each and every claim of the '946 Patent is valid and enforceable and each enjoys a statutory presumption of validity separate, apart, and in addition to the statutory presumption of validity enjoyed by every other of its claims. 35 U.S.C. §282. A true and correct copy of the '946 Patent is attached hereto as Exhibit B.

21. The '946 Patent describes and claims, *inter alia*, devices and networks that provide for the transmission of unreceived portions of a message.

22. MTel is informed and believes, and thereon alleges, that LG, without authorization or license, has been and is now directly or indirectly infringing one or more patents claims of the '946 Patent in violation of 35 U.S.C. §271, including as stated below.

23. MTel is informed and believes, and thereon alleges, that LG's customers and all end-users of LG devices, equipment, products, or services are direct infringers of the '946 Patent.

24. MTel is informed and believes, and thereon alleges, that LG directly infringes, literally and/or under the doctrine of equivalents, and will continue to directly infringe each claim of the '946 Patent by making, using, selling, offering to sell, and/or importing into the United States mobile devices (*i.e.*, LG Android or Windows phones, tablets, and other wireless devices such as Ally, Apex, Axis, Connect 4G, Escape, Esteem, Genesis , Ignite, Lucid , Mach, Motion 4G, Nexus 4 , Optimus 2, Optimus 2X, Optimus 3D, Optimus Black, Optimus S, Optimus C, Optimus Elite, Optimus G, Optimus G Pro, Optimus G2, Optimus M, Optimus M+, Optimus Pad LTE, Optimus Q, Optimus U, Optimus V, Optimus Slider, Phoenix, Splendor, Thrill 4G, Thrive, Viper) that include or are compatible with messaging services and other

applications that allow for message retransmission (*e.g.*, Gmail, Calendar) and embody claims and/or practice the methods of the '946 Patent.

25. MTel is informed and believes, and thereon alleges, that the use by end users of messaging services and other applications that allow for message retransmission on the accused mobile devices and networks also directly infringes each of the claims of the '946 Patent. LG has and will continue to contribute to and induce the infringement of end users by intentionally instructing and otherwise encouraging infringement by end users by providing manuals and similar instructions on the operation of its mobile units and compatible messaging services and other applications that allow for message retransmission. For example, LG instructs end users on ways and methods of retrieving portions of email and other messages. The messaging features utilized by the mobile units to infringe the '946 Patent have no substantial non-infringing uses other than to operate as claimed by one or more claims of the '946 Patent. LG intentionally contributes to and induces direct infringement of the '946 Patent with knowledge that its actions constitute infringement of the '946 Patent since at least the filing or service of this action.

26. MTel is informed and believes, and thereon alleges, that LG also intentionally encourages and instructs Mobile Network Operators (*e.g.*, AT&T, Sprint, Verizon) and/or retailers to make, use, import, sell, and/or offer to sell LG mobile devices running the Android or Windows operating system and communication networks that LG knows infringe each claim of the '946 Patent. LG provides detailed instructions and support regarding how to operate mobile devices, communication networks, and network operation centers in manners that infringe the '946 Patent. LG also induces infringement by, for example, entering marketing and sales agreements and by providing components used in infringement, technical support,

advertisements, marketing materials, instruction booklets, user guides, email services, messaging services, and/or service manuals.

Willful Infringement of the '946 Patent

27. Any further infringing activity demonstrates a deliberate and conscious decision to infringe the '946 Patent or, at the very least, a reckless disregard of MTel's patent rights. LG continuing to make, use, offer to sell, sell, or import infringing products constitutes willful infringement for which MTel is entitled to up to treble damages as well as attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§284, 285.

THIRD CLAIM FOR RELIEF

(Infringement of United States Patent No. 5,894,506)

28. Plaintiff incorporates Paragraphs 1 through 27 as though fully set forth herein.

29. The USPTO duly and lawfully issued the '506 Patent entitled "Method and Apparatus for Generating and Communicating Messages Between Subscribers to an Electronic Messaging Network" on April 13, 1999. MTel is the assignee of all right, title, and interest in and to the '506 Patent and possesses the exclusive right of recovery, including the exclusive right to recover for past, present, and future infringement. Each and every claim of the '506 Patent is valid and enforceable and each enjoys a statutory presumption of validity separate, apart, and in addition to the statutory presumption of validity enjoyed by every other of its claims. 35 U.S.C. §282. A true and correct copy of the '506 Patent is attached hereto as Exhibit C.

30. The '506 Patent describes and claims, *inter alia*, an electronic messaging network comprising a network operations center and message terminals, including memory for storing corresponding files of canned messages and associated message codes, which improves message compression and conserves communications link capacity.

31. MTel is informed and believes, and thereon alleges, that LG, without authorization or license, has been and is now directly or indirectly infringing one or more patents claims of the '506 Patent in violation of 35 U.S.C. §271, including as stated below.

32. MTel is informed and believes, and thereon alleges, that LG's customers and all end-users of LG devices, equipment, products, or services are direct infringers of the '506 Patent.

33. MTel is informed and believes, and thereon alleges, that LG directly infringes, literally and/or under the doctrine of equivalents, and will continue to directly infringe each claim of the '506 Patent by making, using, selling, offering to sell, and/or importing into the United States mobile devices (*i.e.*, LG Android or Windows phones, tablets, and other wireless devices such as Ally, Apex, Axis, Connect 4G, Escape, Esteem, Genesis , Ignite, Lucid , Mach, Motion 4G, Nexus 4 , Optimus 2, Optimus 2X, Optimus 3D, Optimus Black, Optimus S, Optimus C, Optimus Elite, Optimus G, Optimus G Pro, Optimus G2, Optimus M, Optimus M+, Optimus Pad LTE, Optimus Q, Optimus U, Optimus V, Optimus Slider, Phoenix, Splendor, Thrill 4G, Thrive, Viper) that include or are compatible with messaging services and other applications that allow these message terminals to send messages that include a predefined sequence of characters such as emoticons, calendar invitations, contact cards, and similar messages, and embody claims and/or practice the methods of the '506 Patent.

34. MTel is informed and believes, and thereon alleges, that the use by end users of messaging services and other applications that allow for message retransmission on the accused mobile devices and networks also directly infringes each of the claims of the '506 Patent. LG has and will continue to contribute to and induce the infringement of end users by intentionally instructing and otherwise encouraging infringement by end users by providing manuals and similar instructions on the operation of its mobile units and compatible messaging services and

other applications that allow for message retransmission. For example, LG instructs end users on ways and methods of using the Calendar application to send a calendar invitation or the messages application to send a message containing an emoticon. The messaging features utilized by the mobile units to infringe the '506 Patent have no substantial non-infringing uses other than to operate as claimed by one or more claims of the '506 Patent. LG intentionally contributes to and induces direct infringement of the '506 Patent with knowledge that its actions constitute infringement of the '506 Patent since at least the filing or service of this action.

35. MTel is informed and believes, and thereon alleges, that LG also intentionally encourages and instructs Mobile Network Operators (*e.g.*, AT&T, Sprint, Verizon) and/or retailers to make, use, import, sell, and/or offer to sell LG mobile devices running the Android or Windows operating systems and communication networks that LG knows infringe each claim of the '506 Patent. LG provides detailed instructions and support regarding how to operate mobile devices, communication networks, and network operation centers in manners that infringe the '506 Patent. LG also induces infringement by, for example, entering marketing and sales agreements and by providing components used in infringement, technical support, advertisements, marketing materials, instruction booklets, user guides, email services, messaging services, and/or service manuals.

Willful Infringement of the '506 Patent

36. Any further infringing activity demonstrates a deliberate and conscious decision to infringe the '506 Patent or, at the very least, a reckless disregard of MTel's patent rights. LG continuing to make, use, offer to sell, sell, or import infringing products constitutes willful infringement for which MTel is entitled to up to treble damages as well as attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§284, 285.