

	)	
Intellectual Ventures I LLC and	)	
Intellectual Ventures II LLC,	)	Civil Action No. 6:23-cv-292
	)	
Plaintiffs,	)	
	)	
v.	)	JURY TRIAL DEMANDED
	)	
Zebra Technologies Corporation,	)	
	)	
Defendant.	)	
	)	

Plaintiffs, Intellectual Ventures I LLC and Intellectual Ventures II LLC (together “IV”), pursuant to the Order Governing Proceedings in this case, by and through their undersigned counsel, submit this disclosure of asserted claims and infringement contentions to Defendant Zebra Technologies Corporation (“Zebra”):

I. U.S. Patent No. 7,623,439 (“the ’39 patent”):

- Petitioner Zebra Technologies Corporation
Exhibit 1011 - Page 1 of 9

symbol data from packets comprising the OFDM signal are shifted (advanced) into the guard interval of the packet relative to a first non-shifted version of the packet.

- (3) Zebra also has been and currently is actively inducing infringement of the '439 patent under 35 U.S.C. § 271(b) by intending that others use, offer for sale, or sell in the United States, the products and services identified in Exhibit A through A-2 (and any product or service that operates in materially the same manner) covered by one or more claims of the '439 patent as identified in Exhibit A through A-2. Zebra provides these products and services to others, such as customers, resellers, and end-user customers, who in turn, use, provision for use, offer for sale, or sell in the United States the products and/or services identified in Exhibit A through A-2 (and any product or service that operates in materially the same manner) that directly infringe the claims of the '439 patent as identified in Exhibit A through A-2. Zebra has committed, and continues to commit, affirmative acts that cause infringement of the claims of the '439 patent identified in Exhibit A through A-2 with the knowledge or willful blindness that the induced acts constitute infringement, for example, by its instructions in the documents cited in Exhibit A through A-2 and IV's Complaint for Patent Infringement.
- (4) Zebra further has been and currently is contributing to the infringement of the '439 patent by others by knowingly providing the products and/or services identified in Exhibit A through A-2 (and any product or service that operates in materially the same manner), that when installed and configured result in a system

as intended by Zebra that directly infringes the claims of the '439 patent as identified in Exhibit A through A-2.

- (5) Charts identifying specifically where each element of each asserted claim is found within the Accused Products are provided in Exhibit A through A-2. The claim charts are based on information currently available to IV. Each Accused Product is believed to operate in substantially the same manner with respect to the accused functionality as identified in Exhibit A through A-2.
- (6) Assuming that the Court construes the claims as IV requests, IV believes that each element is literally present. IV may, however, revise these contentions to identify an element as present under the doctrine of equivalents if 1) the Court's construction so requires; or 2) discovery (in particular, review of source code) reveals Zebra's products operate differently than IV has contended.
- (7) For example, if the Court should find that the element "*cyclically advancing the first OFDM packet by shifting the samples in a first direction . . . to generate a shifted version of the OFDM packet for transmission in which at least a non-zero number of the samples from the symbol data portion of the first OFDM packet are shifted into the guard interval portion of the shifted version and the same non-zero number of samples from the guard interval portion of the first OFDM packet are shifted out of the guard interval portion of the shifted version*" means that the symbol data portion of the first OFDM packet and the guard interval of the first OFDM packet shift together at the same time, that is, as a single unit, that element is nevertheless present under the doctrine of equivalents because the Accused Products perform the same function in substantially the same way with

substantially the same result. More specifically, the function as claimed requires that symbol data from a non-shifted version of an OFDM packet, which is preceded by a guard interval, be cyclically advanced by a duration that is less than the guard interval of the OFDM packet such that the same number of samples from the non-shifted packet's guard interval are shifted out of the guard interval portion of the shifted packet and replaced by symbol data. In the Accused Products, as can be seen for instance in the claim charts attached hereto as Exhibits A through A2, the shifted version of the OFDM packet is assembled by first creating the symbol data portion of the packet according to "step 1" illustrated in the aforementioned claim charts. This functions to create a version of the symbol data portion that is the same as the non-shifted version. Then, in "step 2" a cyclic shift of less than the guard interval is applied, which functions to push symbol data .2us forward, with the exception of the first .2us portion, which is sent to the back of the OFDM packet. Subsequently, as seen in "step 3" the last 16 samples (.8us) of the shifted OFDM packet, including the .2us taken from the front of the non-shifted packet, are copied and inserted in front of what is now the first data symbol portion of the shifted OFDM packet, which functions to push the same number of samples from what was the guard interval of the non-shifted packet out of the guard interval of the shifted OFDM packet. The result is a shifted OFDM packet that has a duration of symbol data shorter than the guard interval shifted from the packets body into the guard interval, and the same number of samples shifted out of what would have been the non-shifted versions guard interval. Accordingly, the Accused Products perform substantially the

same function (shifting samples of the symbol data portion of an OFDM packet forward for a duration less than the guard interval duration), in substantially the same way (moving symbols from the symbol data portion of the packet into the guard interval portion of the packet), with substantially the same results (the shifted samples of symbol data are put into the guard interval and the same number of samples of the guard interval from the non-shifted version of the packet are pushed out of the guard interval).

- (8) The priority date for the asserted claims of the '439 patent is at least as early as May 20, 2004, the filing date of Provisional Application No. 60/572,481 to which the '439 patent claims priority on the face of the patent. However, IV reserves the right to identify an earlier priority date should it become necessary as discovery progresses.

II. U.S. Patent No. 7,646,835 (“the '835 patent”):

- (1) Zebra infringes at least each of the claims of the '835 patent as set forth in the claim chart attached hereto as Exhibit B.
- (2) Zebra infringes by making, using, testing, selling, offering to sell, and/or importing the products listed in the claim chart attached hereto as Exhibit B or products with substantially similar functionality that have the features and capabilities shown in Exhibit B, for example, functionality related to automatic calibration of intra-cycle timing relationships between command signals, data signals, and sampling signals for an integrated circuit device.
- (3) Zebra also has been and currently is actively inducing infringement of the '835 patent under 35 U.S.C. § 271(b) by intending that others use, offer for sale, or sell

in the United States, the products and services identified in Exhibit B (and any product or service that operates in materially the same manner) covered by one or more claims of the '835 patent as identified in Exhibit B. Zebra provides these products and services to others, such as customers, resellers and end-user customers, who in turn, use, provision for use, offer for sale, or sell in the United States the products and/or services identified in Exhibit B (and any product or service that operates in materially the same manner) that directly infringe the claims of the '835 patent as identified in Exhibit B. Zebra has committed, and continues to commit, affirmative acts that cause infringement of the claims of the '835 patent identified in Exhibit B with the knowledge or willful blindness that the induced acts constitute infringement, for example, by its instructions in the documents cited in Exhibit B and IV's Complaint for Patent Infringement.

- (4) Zebra further has been and currently is contributing to the infringement of the '835 patent by others by knowingly providing the products and/or services identified in Exhibit B (and any product or service that operates in materially the same manner), that when installed and configured result in a system as intended by Zebra that directly infringes the claims of the '835 patent as identified in Exhibit B.
- (5) Charts identifying specifically where each element of each asserted claim is found within the Accused Products are provided in Exhibit B. The claim chart is based on information currently available to IV. Each Accused Product is believed to operate in substantially the same manner with respect to the accused functionality as identified in Exhibit B.

- (6) Assuming that the Court construes the claims as IV requests, IV believes that each element is literally present. IV may, however, revise these contentions to identify an element as present under the doctrine of equivalents if 1) the Court's construction so requires; or 2) discovery (in particular, review of source code) reveals Zebra's products operate differently than IV has contended.
- (7) The priority date for the asserted claims of the '835 patent is at least as early as the filing date, November 17, 2003. However, IV reserves the right to identify an earlier priority date should it become necessary as discovery progresses.

Date: September 26, 2023

Respectfully submitted,

/s/ Jonathan R. DeBlois

Karl Rupp
State Bar No. 24035243
SOREY & HOOVER, LLP
100 N. 6TH Street, Ste. 502
Waco, Texas 76701
Tel: (903) 230-5600
Fax: (903) 230-5656
krupp@soreylaw.com

Matthew D. Vella
mvella@princelobel.com
Robert R. Gilman
rgilman@princelobel.com
Jonathan DeBlois
jdeblois@princelobel.com
Brian Seeve
bseeve@princelobel.com
PRINCE LOBEL TYE LLP
One International Place, Suite 3700
Boston, MA 02110
Tel: (617) 456-8000

COUNSEL FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that, on September 26, 2023, the foregoing document was emailed to counsel of record for all parties.

Jonathan R. DeBlois