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| Intellectual Ventures I LLC and | ) |                              |
| Intellectual Ventures II LLC,   | ) | Civil Action No. 6:23-cv-292 |
|                                 | ) |                              |
| Plaintiffs,                     | ) |                              |
|                                 | ) |                              |
| v.                              | ) | <b>JURY TRIAL DEMANDED</b>   |
|                                 | ) |                              |
| 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”):

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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) 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: July 31, 2023

Respectfully submitted,

/s/ Jonathan R. DeBlois

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Karl Rupp  
State Bar No. 24035243  
**SOREY & HOOVER, LLP**  
100 N. 6<sup>TH</sup> 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](mailto:rgilman@princelobel.com)  
Jonathan DeBlois  
[jdeblois@princelobel.com](mailto:jdeblois@princelobel.com)  
Brian Seeve  
[bseeve@princelobel.com](mailto: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 July 31, 2023, the foregoing document was emailed to counsel of record for all parties.

*Jonathan R. DeBlois*