IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SAMSUNG ELECTRONICS CO., LTD. & SAMSUNG ELECTRONICS AMERICA, INC.,	)	
Plaintiffs,	)	C.A. No. 24-cv-01433-CFC
v.	)	**DEMAND FOR JURY TRIAL**
KONINKLIJKE KPN N.V. & NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK TNO,	)	[redacted]
Defendants.	)	REDACTED - PUBLIC VERSION

COMPLAINT FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT

INTRODUCTION

1. Plaintiffs Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. (collectively "Samsung") file this Complaint against Defendants Koninklijke KPN N.V. ("KPN") and Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek TNO ("TNO") seeking declaratory judgment of non-infringement as to U.S. Patent Nos. 9,667,669 ("the '669 Patent"), 8,549,151 ("the '151 Patent"), 9,654,330 ("the '330 Patent"), 9,462,544 ("the '544 Patent"), 8,881,235 ("the '235 Patent"), 8,660,560 ("the '560 Patent"), RE48,089 ("the '089 Patent"), 11,259,338 ("the '338 Patent"), and 9,210,590 (the "'590 Patent") (collectively, the "Patents-in-Suit"). Samsung alleges as follows:

THE PARTIES

2. Plaintiff Samsung Electronics Co., Ltd. ("SEC") is a corporation organized and existing under the laws of the Republic of Korea, with its principal place of business at 129 Samsung-ro, Maetan-3dong, Yeongtong-gu Suwon-si, Gyeonggi-do 16677. Established as a small business in Taegu, South Korea, in 1969, SEC, along with its subsidiaries, has grown to become a

global leader in various technology areas, widely ranging from computers and mobile phones to semiconductors, home appliances and digital imaging. Samsung is one of the most successful manufacturers of wireless communication devices in the world and has long focused on the United States as a critical market for its products.

3. Plaintiff Samsung Electronics America, Inc. ("SEA") is a New York corporation having its principal place of business at 85 Challenger Road, Ridgefield Park, New Jersey 07660. SEA is involved in numerous U.S.-based activities relating to the commercialization, engineering, research and development, testing, customer service, importation, sales, marketing, and distribution of wireless communication devices, including network and mobile devices (including smartphones, tablets, smartwatches, and mobile accessories) that communicate using cellular standards, including 3G, 4G, and 5G. SEA has provided cellular network equipment and services to U.S. carriers such as Verizon, AT&T, and DISH, including, for example, the Samsung SVR20A, and has supplied tens of millions of mobile devices, including, for example, the Samsung Galaxy S23, Samsung Galaxy A32 5G, and Samsung Galaxy A54 5G, in the United States, including in the State of Delaware.

4. On information and belief, Defendant KPN is a foreign corporation with its principal place of business at Maanplein 55, NL-2516 CK, The Hague, The Netherlands.

5. On information and belief, Defendant TNO is a foreign organization with its principal place of business at Anna van Buerenplein 1, 2595 DA, The Hague, The Netherlands.

6. On information and belief, TNO is an alter ego and/or agent of KPN. Upon information and belief, on January 1, 2003, KPN transferred its R&D division to TNO pursuant to a partnership of "an indefinite term" for the sole purpose of assisting and/or supporting KPN to,

for example, monetize, license, and enforce KPN's patent portfolio.[1] On information and belief, within the terms of the partnership, KPN has "an active say in the development of [the] knowledge portfolio" and "owns the intellectual property rights attaching to the results of projects it commissions," "royalty agreements must be made with KPN," and "TNO'[s] staff can move to KPN and vice versa."[2] On information and belief, KPN is responsible for developing and executing the licensing and enforcement strategies of the patents jointly owned by KPN and TNO, and KPN has the right to license the Patents-in-Suit, declare them as essential, and/or contribute them to patent pools without TNO's authorization or involvement.

7. On information and belief, along with KPN, TNO was once the co-assignee of the '669, '151, '544, '235, '560, '089, '338, and '590 Patents, and is currently the co-owner of the '544, '338, and '590 Patents. Nonetheless, on information and belief, KPN has previously represented itself as the sole owner of all Patents-in-Suit, including in correspondence to Samsung.[3] On information and belief, TNO has assigned any rights it has or had to license the Patents-in-Suit to KPN.[4] For example, KPN has previously granted Samsung a covenant-not-to-sue based on the Patents-in-Suit without TNO's involvement, representing that "KPN and its Affiliated Companies are ***not*** under any obligation to any other person, organization or company which in any way prevents or restricts KPN from entering into this Agreement, from agreeing to the terms hereof and from giving the promises and undertakings contained herein." Ex. 1 art. 6.1 (emphasis added).

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[1] Available at https://publications.tno.nl/publication/34622272/taXOEr/2003138-EN-011203.pdf.

[2] *Id.*

[3] *See* Exs. 2-3.

[4] To the extent TNO has assigned or transferred to KPN any rights it has or had in the Patents-in-Suit, such that KPN owns all substantial rights in the Patents-in-Suit, Samsung will voluntarily dismiss TNO as a Defendant in this action.

JURISDICTION AND VENUE

8. This Court has jurisdiction over the federal claims alleged herein under 28 U.S.C. §§ 1331 and 1338(a). This Court may grant declaratory relief in this action pursuant to at least 28 U.S.C. § 2201 *et seq*. An actual controversy exists under the Declaratory Judgment Act regarding whether Samsung's products infringe the Patents-in-Suit as set forth herein.

9. This Court has personal jurisdiction over KPN because KPN has purposely availed itself of this Court's jurisdiction by directing its patent enforcement efforts in this District as set forth herein. Alternatively, personal jurisdiction is proper under Rule 4(k)(2) of the Federal Rules of Civil Procedure because: (1) this case relates to KPN's assertions of patent infringement and therefore arises under federal law; (2) KPN is a foreign corporation and lacks sufficient contacts with any state; and (3) KPN has sufficient contacts with the United States as a whole, directing its patent enforcement efforts toward numerous U.S. entities as set forth herein.

10. This Court has personal jurisdiction over TNO in this action. Upon information and belief, personal jurisdiction is proper under Rule 4(k)(2) of Federal Rules of Civil Procedure because: (1) this case relates to assertions of patent infringement and therefore arises under federal law; (2) TNO is a foreign organization and lacks sufficient contacts with any state; and (3) TNO has sufficient contacts with the United States as a whole, directing its patent enforcement efforts toward various U.S. entities. Upon information and belief, personal jurisdiction is also proper within this District because TNO has purposefully availed itself of the privilege of doing business in Delaware directly or indirectly through KPN; maintains pervasive, continuous, and systematic contacts with the State of Delaware through KPN; and conducts business in this District, including but limited to efforts to enforce the Patents-in-Suit through KPN.

11. Venue is proper in this judicial district under 28 U.S.C. §§ 1391 and 1400, including because KPN is a foreign corporation that may be sued in any judicial district under 28 U.S.C. § 1391(c); KPN has conducted business in this District; or a substantial part of the events or omissions giving rise to the claims herein occurred in this District.

12. Venue is proper in this judicial district under 28 U.S.C. §§ 1391 and 1400, including because TNO is a foreign corporation that may be sued in any judicial district under 28 U.S.C. § 1391(c); TNO has conducted business in this District; or a substantial part of the events or omissions giving rise to the claims herein occurred in this District.

FACTUAL BACKGROUND

A. The 2016 KPN/Samsung License Agreement

13. Between 2014 and 2016, KPN filed lawsuits against Samsung in the United States, Germany, and China alleging infringement of certain KPN patents directed to wireless telecommunications technology (the "Prior Lawsuits"). To settle the Prior Lawsuits, KPN and SEC executed a Settlement, License, and Non-Assertion Agreement (the "2016 License"), attached as Exhibit 1.

14. Pursuant to the 2016 License, in exchange for a payment of [redacted] USD, KPN granted Samsung (a) a license to certain patents at issue in the Prior Lawsuits, defined as "KPN Licensed Patents," (b) a covenant-not-to-sue Samsung, until December 31, 2024, for infringement of certain other patents in KPN's patent portfolio, defined as the "KPN Non-Asserted Patents," and (c) a waiver of damages that would have otherwise accrued during the term of the 2016 License. Ex. 1 arts 2.1, 2.3, 2.3.1.

15. Pursuant to the 2016 License, the phrase "KPN Non-Asserted Patents" means "all patents, patent applications, anywhere in the world (including but not limited to,

divisionals, continuations, continuations in part, reissues, renewals, reexaminations or extensions of any kind and any counterparts claiming priority therefrom), and including utility models, owned, licensable or otherwise controlled by KPN or its Affiliated Companies during the period from the Effective date until December 31, 2024, with the exception of (i) the KPN Licensed Patents, and (ii) the patents, patent applications, utitlity [sic] models and divisional applications listed in Annex 2." Ex. 1 p. 5. Under this definition, all Patents-in-Suit are KPN Non-Asserted Patents.

16. The 2016 License has not been extended or renewed. Accordingly, KPN's covenant-not-to-sue Samsung based on the KPN Non-Asserted Patents, including the Patents-in-Suit, expired on December 31, 2024.

B. KPN's Repeated Allegations that Samsung's Standard-Compliant Products Infringe KPN's Declared Essential Patents

17. Today, wireless mobile telecommunications standards are developed largely through the Third Generation Platform Partnership ("3GPP"), which unites seven standard setting organizations from different areas around the world. Market participants working within 3GPP developed the Universal Mobile Telecommunications Standard ("UMTS," also known as wideband CDMA ("W-CDMA")) and Long Term Evolution ("LTE") standards, commonly known as 3G and 4G, respectively, as well as the current 5G New Radio ("5G" or "5G/NR") standards. Many companies, including Samsung and KPN, participate in 3GPP through the European Telecommunications Standards Institute ("ETSI").

18. ETSI has adopted an Intellectual Property Rights ("IPR") Policy that governs the use and incorporation of patented technology into standards. The ETSI IPR Policy requires, among other things, parties participating in the work of 3GPP to identify potentially essential patents and state whether they will agree to license them on fair, reasonable and non-

discriminatory terms and conditions. After a patent owner declares its patents as potentially essential to a standard, ETSI does not perform any evaluation as to whether the patent is actually essential to practice the standard. Nor does ETSI require an independent third party to perform such an evaluation.

19. A product that complies with a wireless telecommunications standard does not necessarily implement every section of that standard. This is because although some sections are mandatory, other sections are optional. Likewise, the declaration by a patent owner that a patent is potentially essential to a standard does not necessarily mean that all standard-compliant products practice that patent.

20. Nonetheless, KPN has on numerous occasions incorrectly alleged that all Samsung products that are compliant with one or more wireless telecommunications standards necessarily practice KPN patents that have been declared as potentially essential to those standards.

21. Since around 2019, KPN has periodically sent Samsung, by email, lists of KPN's patents that are purportedly "relevant for [Samsung's] business." The KPN patent lists that KPN sent Samsung in 2021 and 2022 are attached respectively as Exhibits 2 and 3. The patent lists identify every Patent-in-Suit.[5] Despite the covenant-not-to-sue that was in place at the time, KPN represented that its "patent positions" with respect to the identified patents, including the Patents-in-Suit, are "of relevance to the sales by SAMSUNG of smartphones, phones, tablets, smartwatches, smarthome, TV and other terminals, and mobile network infrastructure technology and TV platforms and the like, that are compliant with 5G, LTE , WiFi, VVC and the other

[5] The '338 Patent is identified in Exhibit 3 only because the '338 Patent did not issue until 2022.

technologies referenced in" in the patent lists. Ex. 2. According to KPN's correspondence, the '235, '669, '151, '330, '338, '560, and '089 Patents are essential to the 5G standard and practiced by Samsung's 5G-compliant products; the '669, '151, '330, '089, '560, '590, and '544 Patents are essential to the 4G (LTE) standard and practiced by Samsung's 4G-compliant products; and the '669, '151, '330, '089, and '560 Patents are essential to the 3G (W-CDMA) standard and practiced by Samsung's 3G-compliant products. Exs. 2, 3. Accordingly, KPN has taken the position that the Patents-in-Suit are actually essential to practicing the standard(s) to which they are declared and that Samsung infringes those Patents.

22. In 2022, KPN filed a petition against SEC with the District Court of Harrison County, Texas, 71st Judicial District, alleging breach of the 2016 License and unjust enrichment, based on a July 1, 2021 Settlement and License Agreement between SEC and Sisvel International S.A. *Koninklijke KPN N.V. v. Samsung Elecs. Co., Ltd.*, Cause No. 23-0762 (the "Texas State Court Action"). Although KPN did not plead patent infringement as a cause of action in the Texas State Court Action, KPN repeatedly argued to the jury that Samsung's 3G-, 4G-, and 5G-compliant smartphones practice the KPN patents that KPN contends are essential to the 3G and 4G standards. Trial transcripts from the Texas State Court Action are attached as Exhibits 4, 5, 6, and 7.

23. For example, during opening statements and closing arguments, KPN's counsel made the following arguments to the jury:

- "When a technology covered by a patent is required to be used by a standard, it's what we call an essential patent. . . You'll hear that term repeatedly in this trial. And when you hear the words 'essential patent' or 'standard essential patent,' that means a cell phone that is able to log onto the cellular network and is able to connect to the internet is using the technology in the patent. The patent is required to be used by the standard itself. It's part of the common language." Ex. 4 at 129:7-17.

- "Samsung wanted KPN to give up the right to enforce its property rights in court. They want[ed] KPN to let Samsung continue to squat on their property, and they wanted KPN to give up all the rights to get them off." Ex. 7 at 39:10-14.

- "You heard [KPN] had to sue Samsung [twice] to get their attention . . . . And both of those lawsuits were trying to get Samsung to pay for cellular essential patents, the kinds of cellular essential patents that … without even reading them because they know they're using them. Everybody's using them; they are essential." *Id.* at 39:19-40:1.

- "KPN upheld its end of this bargain, not one patent infringement suit while Samsung was squatting on its property for the last eight years." *Id.* at 54:13-15.

- "We're told [this damages request is] a Powerball because Samsung has sold [redacted] worth of those phones that use the cellular standards that KPN helped to invent. There isn't a lottery in the world that gives those kinds of numbers. But we're the ones that should be ashamed for asking them to pay for the property that helped them make those sales in the first place." *Id.* at 56:4-10.

24. Likewise, KPN's corporate representative testified to the jury that Samsung must be using KPN's patents in order to comply with the wireless telecommunications standards:

Q: You said that if it's an essential patent, you can't use the standard without using the patent. Is that right?
A: That's right.
Q: Does Samsung make products that use 3G and 4G?
A: Yes, they do.
Q: We heard from [Samsung's lawyer] . . . in opening Samsung has lots of patents. Samsung doesn't need anyone else's patents. Samsung doesn't need KPN's patents. Do you remember when he said that?
A: Yes.
Q: Do you agree with that, Ms. Gerritse?
A: No, I do not agree.
Q: Well why not?
A: Well, we have some patents definitely. We have patents, but we have [more] patents on our technologies that Samsung has. So if Samsung was to comply with the 4G standard, they would have to use our patents.

Ex. 4 at 181:11-19.

25. KPN's damages expert also testified at length that Samsung's standard-compliant products must be using KPN's allegedly essential patents. He went on to present a damages model in which KPN's damages from Samsung's alleged breach of contract and unjust enrichment amounted to a per-unit royalty on every 3G-, 4G-, and 5G-compliant smartphone that Samsung had sold and was expected to sell worldwide during the term of the covenant-not-to-sue under the 2016 License. In addition, according to him, 35 U.S.C. § 287 permitted KPN to collect royalties going back even further, to 2010, six years before the 2016 License was executed:

> A: As I understand it . . . if you have to make a product that is part of the standard essential process, then that means effectively you are using technology that is required to utilize the – the patented components that cover that essential technology." Ex. 5 at 128:10-14.
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> A: [KPN's patents] are standard and essential. They're operating 3G and 4G. Samsung is making 3G and 4G phones. They have to be using those patents. *Id.* at 129:15-18.
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> A: [T]here was another component in the complaint that is unjust enrichment. And unjust enrichment is really looking at the value received by, in this case, Samsung for essentially not paying KPN for the use of their patents or their patent technology over that period of time from 2010 through now, really. *Id.* at 160:17-23.
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> Q: And . . . does this [damages figure] sort of roughly capture what you think Samsung benefitted from for its use of the patents?
> A: Yes. This is the value that they received by not having to pay for the use of these patents over that 14-year period of time. *Id.* at 165:20-24.
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> Q: You just told this jury not that long ago that . . . Samsung had utilized or was utilizing all of these patents, these 4G and 3G patents that KPN had, right?
> A: Yes, sir. *Id.* at 216:17-21.
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> Q: The premise of your unjust enrichment claim, the one that gets up to over $600 million, is that Samsung was using KPN's technology, right?
> A: It's that Samsung – yes, they had the use of the technology from 2010 forward, that's correct.
> Q: So what you're telling this jury is that Samsung should have to pay, because they've been using KPN's technology from 2010 forward, right?

A: I'm saying if the jury feels like that's appropriate, that's the – that's the value that Samsung's received over that 14-year period of time from having the ability to use that technology. *Id.* at 218:11-22.

Q: True or not, your assessment of the benefit received by Samsung assumes that the Court would find Samsung benefitted for at least 13 years from the utilization of technology covered by numerous KPN patents, right?
A: Yes, sir. *Id.* at 220:11-16.

Q: You've certainly not undertaken any analysis, have you, that would allow you to tell this jury that Samsung is using KPN's patents? . . . You've not done a technical analysis?
A: Samsung is using 4G and 3G technologies that are standard and essential, so the definition of that would indicate they're using it. *Id.* at 221:15-22.

Q: What you're using is a statute from a patent infringement damages analysis that takes you back – allows you to go back six years. True?
A: Yes, that's true. *Id.* at 230:24-231:2.

Q. And since it's 2024, why are you looking all the way back to 2010 in your analysis?
A. … One of the -- one of the allowances in patent law, I know we're not in a patent case, but we're talking about patents, is you can actually go back six years to look for past damages. So whatever date that you say I believe this organization's infringing my patent, I can go back six years and collect damages, royalties for all of that period of time. *Id.* at 149:19-11.

26. The jury returned a verdict in KPN's favor, finding Samsung liable for breach of contract and awarding $287 million in damages, which equaled the amount of royalty payments that accrued between 2010 and 2024 based on Samsung's worldwide sale of 3G-, 4G-, and 5G-compliant smartphones according to KPN's damages expert.

C. KPN's History of Enforcing its Declared Essential Patents in the District of Delaware

27. KPN has filed at least 18 lawsuits in the District of Delaware against over 20 telecommunications companies, alleging infringement of KPN patents that have been declared essential to one or more wireless telecommunications standards.

28. These lawsuits include at least the following: (1) *Koninklijke KPN N.V. v. NEC Corporation et al.*, C.A. No. 17-88-LPS (D. Del.); (2) *Koninklijke KPN N.V. v. Oppo*

Electronics Corp., C.A. No. 17-89-LPS (D. Del.); (3) *Koninklijke KPN N.V. v. Telit Wireless Solutions, Inc.*, C.A No. 17-92-LPS (D. Del.); (4) *3G Licensing, S.A. v. HTC Corporation*, C.A No. 17-83-GBW (D. Del.); (5) *3G Licensing, S.A. v. LG Electronics Inc.*, C.A. No. 17-85-LPS (D. Del.); (6) *Koninklijke KPN N.V. v. Kyocera Corporation*, C.A. No. 17-87-LPS (D. Del.); (7) *3G Licensing, S.A. v. Lenovo Holding Co., Inc.*, C.A. No. 17-84-LPS (D. Del.); (8) *3G Licensing, S.A. v. Blackberry Limited*, C.A. No. 17-82-LPS (D. Del.); (9) *Koninklijke KPN N.V. v. Gemalto M2M*, C.A. No. 17-86-LPS (D. Del.); (10) *Koninklijke KPN N.V. v. Sierra Wireless, Inc.*, C.A. No. 17-90-LPS (D. Del.); (11) *Koninklijke KPN N.V. v. TCL Corporation*, C.A. No. 17-91-LPS (D. Del.); (12) *Koninklijke KPN N.V. v. TCL Corporation*, C.A. No. 18-928-LPS-CJB (D. Del.)[6]; (13) *Koninklijke KPN N.V. v Bullitt Group Ltd*, C.A. No. 21-44-LPS-CJB (D. Del.); (14) *Koninklijke KPN N.V. v. Acer Inc.*, C.A. No. 21-45-LPS (D. Del.); (15) *Koninklijke KPN N.V. v. BLU Products, Inc.*, C.A. No. 21-42-LPS (D. Del.); (16) *Koninklijke KPN N.V. v. Coolpad Technologies Inc.*, C.A. No. 21-43-GBW-CJB (D. Del.); (17) *Koninklijke KPN N.V. v. Xiaomi Corporation*, C.A. No. 21-41-GBW-CJB (D. Del.); and (18) *Koninklijke KPN N.V. v. u-blox AG*, C.A. No. 21-46-LPS (D. Del.).

29. Upon information and belief, in each of these lawsuits, KPN alleged that the defendants' standard-compliant products infringed one or more KPN's patents that had been declared as potentially essential to the 3G, 4G, or 5G standards.

30. When it comes to enforcing its patent portfolio, KPN has availed itself of this Court's jurisdiction far more often than other district courts. Upon information and belief, KPN has only initiated four patent infringement actions in all other U.S. district courts combined. These actions include a lawsuit against Samsung, which was one of the Prior Lawsuits that led up

[6] In that case, KPN asserted the '669 Patent.

to the 2016 License. *Koninklijke KPN N.V. v. Samsung Electronics America, Inc.*, No. 2:14-cv-01165-JRG (E.D. Tex.). The other 3 actions are: (1) *Koninklijke KPN N.V. v. BLU Products, Inc.*, No. 1:21-cv-20593-BB (S.D. Fla.); (2) *Koninklijke KPN N.V. v. Telefonaktiebolaget LM Ericsson*, No. 2:21-cv-00113-JRG (E.D. Tex.)[7]; and (3) *Koninklijke KPN N.V. v. Telefonaktiebolaget LM Ericsson*, No. 2:22-cv-00282-JRG (E.D. Tex.).[8] Upon information and belief, in each of these lawsuits, KPN alleged that the defendants' standard-compliant products infringed one or more KPN's patents that had been declared essential to the 3G, 4G, or 5G standards.

D. The KPN Patents-in-Suit

31. KPN purports to be the owner of U.S. Patent No. 9,667,669 ("the '669 Patent"). On May 30, 2017, the '669 Patent, entitled "Managing associated sessions in a network," issued to Hans Maarten Stokking, Fabian Arthur Walraven, Mattijs Oskar Van Deventer, and Omar Aziz Niamut. Upon information and belief, KPN is the current assignee of the '669 Patent. A copy of the '669 Patent is attached as Exhibit 8.

32. KPN has declared the claimed subject matter of the '669 Patent to ETSI to be essential to the 3G and 4G standards.[9] In addition, KPN alleged in the Texas State Court Action that the '669 Patent is also essential to the 5G standard. Ex. 4 at 182:2-6.

33. KPN purports to be the owner of U.S. Patent No. 8,549,151 ("the '151 Patent"). On October 1, 2013, the '151 Patent, entitled "Method and system for transmitting a multimedia stream," issued to Hans Maarten Stokking, Mattijs Oskar Van Deventer, Fabian Arthur Walraven, and Omar Aziz Niamut. Upon information and belief, KPN is the current assignee of the '151 Patent. A copy of the '151 Patent is attached as Exhibit 9.

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7 In that case, KPN asserted the '235, '669, and '089 Patents.

8 In that case, KPN asserted the '560 Patent.

9 ISLD-201603-006; ISLD-201911-024; ISLD-202208-017, available at https://ipr.etsi.org/DynamicReporting.aspx.

34. KPN has declared the claimed subject matter of the ’151 Patent to ETSI to be essential to the 3G, 4G, and 5G standards.[10]

35. KPN purports to be the owner of U.S. Patent No. 9,654,330 (“the ’330 Patent”). On May 16, 2017, the ’330 Patent, entitled “Method and system for transmitting a multimedia stream,” issued to Hans Maarten Stokking, Mattijs Oskar Van Deventer, Fabian Arthur Walraven, and Omar Aziz Niamut. Upon information and belief, KPN is the current assignee of the ’330 Patent. A copy of the ’330 Patent is attached as Exhibit 10.

36. KPN has declared the claimed subject matter of the ’330 Patent to ETSI to be essential to the 3G, 4G, and 5G standards.[11]

37. KPN and TNO purport to be the owners of U.S. Patent No. 9,462,544 (“the ’544 Patent”). On October 4, 2016, the ’544 Patent, entitled “Method and telecommunications infrastructure for activating an inactive cell,” issued to Ljupco Jorguseki, Remco Litjens, and Haibin Zhang. Upon information and belief, KPN and TNO are the current assignees of the ’544 Patent. A copy of the ’544 Patent is attached as Exhibit 11.

38. KPN has declared the claimed subject matter of the ’544 Patent to ETSI to be essential to the 3G and 4G standards.[12]

39. KPN purports to be the owner of U.S. Patent No. 8,881,235 (“the ’235 Patent”). On November 4, 2014, the ’235 Patent, entitled “Service-based authentication to a network,” issued to Frank Muller and Franklin Selgert. Upon information and belief, KPN is the current assignee of the ’235 Patent. A copy of the ’235 Patent is attached as Exhibit 12.

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[10] ISLD-201401-007; ISLD-201911-046; ISLD-202208-016, available at https://ipr.etsi.org/DynamicReporting.aspx.

[11] ISLD-201401-007; ISLD-201911-046; ISLD-202208-016, available at https://ipr.etsi.org/DynamicReporting.aspx.

[12] ISLD-201505-009, available at https://ipr.etsi.org/DynamicReporting.aspx.

40. KPN has declared the claimed subject matter of the ’235 Patent to ETSI to be essential to the 5G standard.[13]

41. KPN purports to be the owner of U.S. Patent No. 8,660,560 (“the ’560 Patent”). On February 25, 2014, the ’560 Patent, entitled “System for updating a neighbour cell list (NCL) of a wireless access node of a telecommunications architecture and method therefore,” issued to Job Cornelis Oostveen, Ljupco Jorguseski, Remco Litjens, Adrian Victor Pais, and Haibin Zhang. Upon information and belief, KPN is the current assignee of the ’560 Patent. A copy of the ’560 Patent is attached as Exhibit 13.

42. KPN has declared the claimed subject matter of the ’560 Patent to ETSI to be essential to the 3G, 4G, and 5G standards.[14]

43. KPN purports to be the owner of U.S. Patent No. RE48,089 (“the ’089 Patent”). On July 7, 2020, the ’089 Patent, entitled “Method and system for automatic coverage assessment for cooperating wireless access networks,” issued to Ljupco Jorguseski, Remco Litjens, Haibin Zhang, and Adrian Victor Pais. Upon information and belief, KPN is the current assignee of the ’089 Patent. A copy of the ’089 Patent is attached as Exhibit 14.

44. KPN has declared the claimed subject matter of the ’089 Patent to ETSI to be essential to the 3G, 4G, and 5G standards.[15]

45. KPN and TNO purport to be the owners of U.S. Patent No. 11,259,338 (“the ’338 Patent”). On February 22, 2022, the ’338 Patent, entitled “Handling of connection setup requests,” issued to Rudolf Strijkers and Shuang Zhang. Upon information and belief, KPN

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[13] ISLD-201910-012, available at https://ipr.etsi.org/DynamicReporting.aspx.

[14] ISLD-201606-002; ISLD-201606-003; ISLD-202110-034, available at https://ipr.etsi.org/DynamicReporting.aspx.

[15] ISLD-201505-005; ISLD-202110-033, available at https://ipr.etsi.org/DynamicReporting.aspx.

and TNO are the current assignees of the ’338 Patent. A copy of the ’338 Patent is attached as Exhibit 15.

46. KPN has declared the claimed subject matter of the ’338 Patent to ETSI to be essential to the 5G standard.[16]

47. KPN and TNO purport to be the owners of U.S. Patent No. 9,210,590 (the “’590 Patent”). On December 8, 2015, the ’590 Patent, entitled “Method and telecommunications infrastructure for activating an inactive cell,” issued to Ljupco Jorguseski, Remco Litjens, and Haibin Zhang. Upon information and belief, KPN and TNO are the current assignees of the ’590 Patent. A copy of the ’590 Patent is attached as Exhibit 16.

48. KPN has declared the claimed subject matter of the ’590 Patent to ETSI to be essential to the 3G and 4G standards.[17]

CLAIMS FOR RELIEF

COUNT I

(Declaratory Judgment of Non-Infringement of the ’669 Patent)

49. Samsung repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

50. KPN has declared the ’669 Patent to be essential to the 3G and 4G standards, and has alleged that it is also essential to the 5G standard. Given KPN’s Prior Lawsuits against Samsung, the expiration of KPN’s covenant-not-to-sue Samsung based on the ’669 Patent on December 31, 2024, KPN’s representation that the ’669 Patent is “relevant to [Samsung’s] business,” KPN’s repeated allegations that Samsung’s standard-compliant products necessarily

16 ISLD-202207-046, available at https://ipr.etsi.org/DynamicReporting.aspx.
17 ISLD-201505-009, available at https://ipr.etsi.org/DynamicReporting.aspx.

infringe KPN's allegedly essential patents, KPN's attempt to recoup royalties from Samsung for the time period of 2010 through 2024 in the Texas State Court Action, and KPN's history of enforcing its allegedly essential patents—including the '669 Patent—against telecommunications companies in this District and other district courts, an actual controversy has arisen and now exists between the parties as to whether Samsung infringes any claim of the '669 Patent.

51. Contrary to KPN's assertions, Samsung does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly), indirectly (whether contributorily or by inducement), and/or under the doctrine of equivalents), any of the claims of the '669 Patent, at least because Samsung's smartphones and network equipment that are made, used, sold, offered for sale, or imported in the U.S. do not employ, incorporate, or otherwise make use of all the limitations of the '669 Patent's claims.

52. For example, claim 1 requires "initiating establishment of a composition session," where "composition session," according to a prior claim construction order, means "a signaling session that is separate from the associated sessions and that is for facilitating management of the associated sessions." *Koninklijke KPN N.V. v. Telefonaktiebolaget LM Ericsson et al.*, No. 2:21-cv-00113-JRG, D.I.. 80 (E.D. Tex. March 16, 2022). In KPN's declarations to ETSI, KPN declared that the '669 Patent is essential to the following portions of the 3GPP standards: 3GPP TS 23.228 V12.9.0; and 3GPP TS 24.371 V12.4.0 and 15.1.0.[18] Samsung's standard-compliant smartphone and network products made, used, sold, offered for sale, or imported in the United States, including, for example, the Samsung Galaxy S23, Samsung Galaxy A32 5G, and Samsung Galaxy A54 5G, as shown in these portions of the standard, do not

[18] ISLD-201603-006; ISLD-201911-024; ISLD-202208-017, available at https://ipr.etsi.org/DynamicReporting.aspx.

initiate the establishment of any composition session under either the plain meaning of the claim language or the term's definition according to the prior claim construction order, at least because any alleged "composition session" is terminated after initiation and does not "facilitat[e] management of the associated sessions." Thus, Samsung's products do not meet all limitations of at least claim 1.

53. As another example, claim 1 requires "modifying the composition session, wherein modifying the composition session comprises using signaling in the composition session to terminate all of the two or more sessions." Any alleged "composition session" that is "initiat[ed]" by Samsung's standard-compliant smartphone and network products made, used, sold, offered for sale, or imported in the United States, including, for example, the Samsung Galaxy S23, Samsung Galaxy A32 5G, and Samsung Galaxy A54 5G, cannot be "modif[ied]" after initiation, and thus does not have "signaling" that can be "us[ed]" to "terminate all of the two or more sessions." Thus, Samsung's products do not meet all limitations of at least claim 1.

54. For the same reasons, Samsung's products do not infringe any other independent claim (claims 15 or 21) of the '669 Patent.

55. Samsung is entitled to a judicial declaration that it does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)), any valid, enforceable claim of the '669 Patent.

COUNT II

(Declaratory Judgment of Non-Infringement of the '151 Patent)

56. Samsung repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

57. KPN has declared the '151 Patent to be essential to the 3G, 4G, and 5G standards. Given KPN's Prior Lawsuits against Samsung, the expiration of KPN's covenant-not-to-sue Samsung based on the '151 Patent on December 31, 2024, KPN's representation that the '151 Patent is "relevant to [Samsung's] business," KPN's repeated allegations that Samsung's standard-compliant products necessarily infringe KPN's allegedly essential patents, KPN's attempt to recoup royalties from Samsung for the time period of 2010 through 2024 in the Texas State Court Action, and KPN's history of enforcing its allegedly essential patents—including one or more of the Patents-in-Suit—against telecommunications companies in this District and other district courts, an actual controversy has arisen and now exists between the parties as to whether Samsung infringes any claim of the '151 Patent.

58. Contrary to KPN's assertions, Samsung does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly), indirectly (whether contributorily or by inducement), and/or under the doctrine of equivalents), any of the claims of the '151 Patent, at least because Samsung's smartphones and network equipment that are made, used, sold, offered for sale, or imported in the U.S. do not employ, incorporate, or otherwise make use of all the limitations of the '151 Patent's claims.

59. For example, claim 1 is directed to a method of "communicating with a first terminal and a second terminal" that requires "the second terminal using a second protocol to receive a trigger . . . wherein the trigger is to initiate an exchange of a second media session information." In KPN's declarations to ETSI, KPN declared that the '151 Patent is essential to the following portions of the 3GPP standards: 3GPP TS 26.237 V9.11.0 and 15.0.0; 3GPP TS 26.238

V16.6.2; and 3GPP TS 26.501 V16.6.1.[19] But Samsung's standard-compliant smartphone and network products made, used, sold, offered for sale, or imported in the United States, including, for example, the Samsung Galaxy S23, Samsung Galaxy A32 5G, and Samsung Galaxy A54 5G, as shown in these portions of the standard, do not "receive a trigger" that "initiate[s] an exchange of a second media session information." Thus, Samsung's products do not meet all limitations of at least claim 1.

60. For the same reasons, Samsung's products do not infringe any other independent claim (claims 17 or 18) of the '151 Patent.

61. Samsung is entitled to a judicial declaration that it does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)), any valid, enforceable claim of the '151 Patent.

COUNT III

(Declaratory Judgment of Non-Infringement of the '330 Patent)

62. Samsung repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

63. KPN has declared the '330 Patent to be essential to the 3G, 4G, and 5G standards. Given KPN's Prior Lawsuits against Samsung, the expiration of KPN's covenant-not-to-sue Samsung based on the '330 Patent on December 31, 2024, KPN's representation that the '330 Patent is "relevant to [Samsung's] business," KPN's repeated allegations that Samsung's standard-compliant products necessarily infringe KPN's allegedly essential patents, KPN's

[19] ISLD-201401-007; ISLD-201911-046; ISLD-202208-016, available at https://ipr.etsi.org/DynamicReporting.aspx.

attempt to recoup royalties from Samsung for the time period of 2010 through 2024 in the Texas State Court Action, and KPN's history of enforcing its allegedly essential patents—including one or more of the Patents-in-Suit—against telecommunications companies in this District and other district courts, an actual controversy has arisen and now exists between the parties as to whether Samsung infringes any claim of the '330 Patent.

64. Contrary to KPN's assertions, Samsung does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly), indirectly (whether contributorily or by inducement), and/or under the doctrine of equivalents), any of the claims of the '330 Patent, at least because Samsung's smartphones and network equipment that are made, used, sold, offered for sale, or imported in the U.S. do not employ, incorporate, or otherwise make use of all the limitations of the '330 Patent's claims.

65. For example, claim 1 is directed to a method of "communicating with a first terminal and a second terminal" that requires "the second terminal using a second protocol to receive a trigger . . . wherein the trigger is to initiate an exchange of a second media session information" and "serves to inform the second terminal of availability of a new multimedia stream." In KPN's declarations to ETSI, KPN declared that the '330 Patent is essential to the following portions of the 3GPP standards: 3GPP TS 26.237 V9.11.0 and 15.0.0; 3GPP TS 26.238 V16.6.2; and 3GPP TS 26.501 V16.6.1.[20] But Samsung's standard-compliant smartphone and network products made, used, sold, offered for sale, or imported in the United States, including, for example, the Samsung Galaxy S23, Samsung Galaxy A32 5G, and Samsung Galaxy A54 5G, as shown in these portions of the standard, do not "receive a trigger" that "initiate[s] an exchange

[20] ISLD-201401-007; ISLD-201911-046; ISLD-202208-016, available at https://ipr.etsi.org/DynamicReporting.aspx.

of a second media session information" or "serves to inform the second terminal of availability of a new multimedia stream." Thus, Samsung's products do not meet all limitations of at least claim 1.

66. For the same reasons, Samsung's products do not infringe any other independent claim (claims 16 or 17) of the '330 Patent.

67. Samsung is entitled to a judicial declaration that it does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)), any valid, enforceable claim of the '330 Patent.

COUNT IV

(Declaratory Judgment of Non-Infringement of the '544 Patent)

68. Samsung repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

69. KPN has declared the '544 Patent to be essential to the 3G and 4G standards. Given KPN's Prior Lawsuits against Samsung, the expiration of KPN's covenant-not-to-sue Samsung based on the '544 Patent on December 31, 2024, KPN's representation that the '544 Patent is "relevant to [Samsung's] business," KPN's repeated allegations that Samsung's standard-compliant products necessarily infringe KPN's allegedly essential patents, KPN's attempt to recoup royalties from Samsung for the time period of 2010 through 2024 in the Texas State Court Action, and KPN's history of enforcing its allegedly essential patents—including one or more of the Patents-in-Suit—against telecommunications companies in this District and other district courts, an actual controversy has arisen and now exists between the parties as to whether Samsung infringes any claim of the '544 Patent.

70. Contrary to KPN's assertions, Samsung does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly), indirectly (whether contributorily or by inducement), and/or under the doctrine of equivalents), any of the claims of the '544 Patent, at least because Samsung's smartphones and network equipment that are made, used, sold, offered for sale, or imported in the U.S. do not employ, incorporate, or otherwise make use of all the limitations of the '544 Patent's claims.

71. For example, claim 1 requires "a processor for executing instructions that cause the terminal to carry out operations including … receiving the presence signal transmitted from the at least one inactive base station," "obtaining a measurement report regarding the presence signal transmitted from the inactive base station," and "providing the measurement report to the telecommunications infrastructure via the active base station." In KPN's declarations to ETSI, KPN declared that the '544 Patent is essential to the following portions of the 3GPP standards: 3GPP TS 32.551 V11.2.0 and 3GPP TS 36.300 V11.3.0.[21] But Samsung's standard-compliant smartphone and network products made, used, sold, offered for sale, or imported in the United States, including, for example, the Samsung Galaxy S23, Samsung Galaxy A32 5G, and Samsung Galaxy A54 5G, as shown in these portions of the standard, do not comprise any processor for executing instructions that cause the terminal to "receiv[e] any presence signal(s) transmitted from the at least one inactive station" and thus also do not "obtain[]" nor "provid[e]" "a measurement report regarding said presence signal." Thus, Samsung's products do not meet all limitations of claim 1 of the '544 Patent.

72. Samsung is entitled to a judicial declaration that it does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or

[21] ISLD-201505-009, available at https://ipr.etsi.org/DynamicReporting.aspx.

jointly) or indirectly (whether contributorily or by inducement)), any valid, enforceable claim of the ’544 Patent.

COUNT V

(Declaratory Judgment of Non-Infringement of the ’235 Patent)

73. Samsung repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

74. KPN has declared the ’235 Patent to be essential to the 5G standard. Given KPN’s Prior Lawsuits against Samsung, the expiration of KPN’s covenant-not-to-sue Samsung based on the ’235 Patent on December 31, 2024, KPN’s representation that the ’235 Patent is “relevant to [Samsung’s] business,” KPN’s repeated allegations that Samsung’s standard-compliant products necessarily infringe KPN’s allegedly essential patents, KPN’s attempt to recoup royalties from Samsung for the time period of 2010 through 2024 in the Texas State Court Action, and KPN’s history of enforcing its allegedly essential patents—including the ’235 Patent—against telecommunications companies in this District and other district courts, an actual controversy has arisen and now exists between the parties as to whether Samsung infringes any claim of the ’235 Patent.

75. Contrary to KPN’s assertions, Samsung does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly), indirectly (whether contributorily or by inducement), and/or under the doctrine of equivalents), any of the claims of the ’235 Patent, at least because Samsung’s smartphones and network equipment that are made, used, sold, offered for sale, or imported in the U.S. do not employ, incorporate, or otherwise make use of all the limitations of the ’235 Patent’s claims.

76. For example, claim 1 requires "the terminal identifying the communication channel through which the authentication request was received." In KPN's declarations to ETSI, KPN declared that the '235 Patent is essential to the following portions of the 3GPP standards: 3GPP TS 33.501 V15.0.0.[22] But Samsung's standard-compliant smartphone and network products made, used, sold, offered for sale, or imported in the United States, including, for example, the Samsung Galaxy S23, Samsung Galaxy A32 5G, and Samsung Galaxy A54 5G, as shown in these portions of the standard, do not "identify[] the communication channel …" at the terminal. Thus, Samsung's products do not meet all limitations of at least claim 1.

77. For the same reasons, Samsung's products do not infringe any other independent claim (claims 8, 10, 11, or 12) of the '235 Patent.

78. Samsung is entitled to a judicial declaration that it does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)), any valid, enforceable claim of the '235 Patent.

COUNT VI

(Declaratory Judgment of Non-Infringement of the '560 Patent)

79. Samsung repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

80. KPN has declared the '560 Patent to be essential to the 3G, 4G, and 5G standards. Given KPN's Prior Lawsuits against Samsung, the expiration of KPN's covenant-not-to-sue Samsung based on the '560 Patent on December 31, 2024, KPN's representation that the '560 Patent is "relevant to [Samsung's] business," KPN's repeated allegations that Samsung's

[22] ISLD-201910-012, available at https://ipr.etsi.org/DynamicReporting.aspx.

standard-compliant products necessarily infringe KPN's allegedly essential patents, KPN's attempt to recoup royalties from Samsung for the time period of 2010 through 2024 in the Texas State Court Action, and KPN's history of enforcing its allegedly essential patents—including the '560 Patent—against telecommunications companies in this District and other district courts, an actual controversy has arisen and now exists between the parties as to whether Samsung infringes any claim of the '560 Patent.

81. Contrary to KPN's assertions, Samsung does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly), indirectly (whether contributorily or by inducement), and/or under the doctrine of equivalents), any of the claims of the '560 Patent, at least because Samsung's smartphones and network equipment that are made, used, sold, offered for sale, or imported in the U.S. do not employ, incorporate, or otherwise make use of all the limitations of the '560 Patent's claims.

82. For example, claim 1 requires "updating means configured for updating at least one of the first neighbour cell list and the second neighbour cell list using the received cell information." According to a prior claim construction order, "updating means" is a means-plus-function term and has the corresponding structure of "updater 14; and equivalents thereof." *Koninklijke KPN N.V. v. Telefonaktiebolaget LM Ericsson et al.*, No. 2:22-cv-00282, D.I. 176 (E.D. Tex. Oct. 13, 2023). In KPN's declarations to ETSI, KPN declared that the '560 Patent is essential to the following portions of the 3GPP standards: 3GPP TS 25.304 V10.7.0; 3GPP TS 25.331 V10.6.0; 3GPP TS 25.484 V10.2.0; 3GPP TS 37.320 V10.4.0 and 16.2.0; 3GPP TS 32.422 V10.13.0 and 16.4.0; 3GPP TS 36.300 V10.12.0; 3GPP TS 36.331 V10.19.0; 3GPP TS 38.300

V16.3.0; 3GPP TS 38.331 V16.2.0; 3GPP TS 38.304 V16.3.0; and 3GPP TS 38.306 V16.3.0.[23] But Samsung's standard-compliant smartphone and network products made, used, sold, offered for sale, or imported in the United States, including, for example, the SVR20A, as shown in these portions of the standard, lack any structure that is the equivalent of updater 14, which, according to the specification, is part of NodeB 2A. '560 Patent, Fig. 2. Thus, Samsung's products do not meet all limitations of at least claim 1, including according to the prior claim construction order.

83. For the same reasons, Samsung's products do not infringe any other independent claim (claims 9 or 13) of the '560 Patent.

84. Samsung is entitled to a judicial declaration that it does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)), any valid, enforceable claim of the '560 Patent.

COUNT VII

(Declaratory Judgment of Non-Infringement of the '089 Patent)

85. Samsung repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

86. KPN has declared the '089 Patent to be essential to the 3G, 4G, and 5G standards. Given KPN's Prior Lawsuits against Samsung, the expiration of KPN's covenant-not-to-sue Samsung based on the '089 Patent on December 31, 2024, KPN's representation that the '089 Patent is "relevant to [Samsung's] business," KPN's repeated allegations that Samsung's standard-compliant products necessarily infringe KPN's allegedly essential patents , KPN's

[23] ISLD-201606-002; ISLD-201606-003; ISLD-202110-034, available at https://ipr.etsi.org/DynamicReporting.aspx.

attempt to recoup royalties from Samsung for the time period of 2010 through 2024 in the Texas State Court Action, and KPN's history of enforcing its allegedly essential patents—including the '089 Patent—against telecommunications companies in this District and other district courts, an actual controversy has arisen and now exists between the parties as to whether Samsung infringes any claim of the '089 Patent.

87. Contrary to KPN's assertions, Samsung does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly), indirectly (whether contributorily or by inducement), and/or under the doctrine of equivalents), any of the claims of the '089 Patent, at least because Samsung's smartphones and network equipment that are made, used, sold, offered for sale, or imported in the U.S. do not employ, incorporate, or otherwise make use of all the limitations of the '089 Patent's claims.

88. For example, claim 6 requires a "generating, at the coverage estimator, the coverage assessment for the second wireless access network." KPN has previously agreed that "coverage assessment" means "representation of locations/pixels and associated signal strengths and/or interference values." *Koninklijke KPN N.V. v. Telefonaktiebolaget LM Ericsson et al.*, No. 2:21-cv-00113-JRG, D.I. 80 (E.D. Tex. March 16, 2022). In KPN's declarations to ETSI, KPN declared that the '089 Patent is essential to the following portions of the 3GPP standards: 3GPP TS 28.627 V16.0.0; 3GPP TS 28.628 V16.1.0; 3GPP TS 37.320 V10.0.0 and 16.2.0; 3GPP TS 32.422 V16.4.0; 3GPP TS 38.304 V16.3.0; 3GPP TS 38.306 V16.3.0; 3GPP TS 38.331 V16.2.0.[24] But Samsung's standard-compliant smartphone and network products made, used, sold, offered for sale, or imported in the United States, including, for example, the Samsung Galaxy S23, Samsung Galaxy A32 5G, and Samsung Galaxy A54 5G, as shown in the foregoing portions of

[24] ISLD-201505-005; ISLD-202110-033, available at https://ipr.etsi.org/DynamicReporting.aspx.

the standard, do not generate any representation of locations/pixels and associated signal strengths and/or interference values. Thus, Samsung's products do not meet all limitations of at least claim 6.

89. For the same reasons, Samsung's products do not infringe any other independent claim (claims 6, 13, or 15) of the '089 Patent.

90. Samsung is entitled to a judicial declaration that it does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)), any valid, enforceable claim of the '089 Patent.

COUNT VIII

(Declaratory Judgment of Non-Infringement of the '338 Patent)

91. Samsung repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

92. KPN has declared the '338 Patent to be essential to the 5G standard. Given KPN's Prior Lawsuits against Samsung, the expiration of KPN's covenant-not-to-sue Samsung based on the '338 Patent on December 31, 2024, KPN's representation that the '338 Patent is "relevant to [Samsung's] business," KPN's repeated allegations that Samsung's standard-compliant products necessarily infringe KPN's allegedly essential patents, KPN's attempt to recoup royalties from Samsung for the time period of 2010 through 2024 in the Texas State Court Action, and KPN's history of enforcing its allegedly essential patents—including one or more of the Patents-in-Suit—against telecommunications companies in this District and other district courts, an actual controversy has arisen and now exists between the parties as to whether Samsung infringes any claim of the '338 Patent.

93. Contrary to KPN's assertions, Samsung does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly), indirectly (whether contributorily or by inducement), and/or under the doctrine of equivalents), any of the claims of the '338 Patent, at least because Samsung's smartphones and network equipment that are made, used, sold, offered for sale, or imported in the U.S. do not employ, incorporate, or otherwise make use of all the limitations of the '338 Patent's claims.

94. For example, claim 1 requires "determining, by the node, whether the connection setup request is to be fulfilled based at least on information comprising available resources in a network access point (NAP) serving the UE that are not reserved for premium services." In KPN's declarations to ETSI, KPN declared that the '338 Patent is essential to the following portions of the 3GPP standards: 3GPP TS 24.501 V15.6.0; 3GPP TS 38.300 V.15.13.0; 3GPP TS 38.311 V15.15.0; 3GPP TS 23.502 V15.15.0.[25] But Samsung's standard-compliant smartphone and network products made, used, sold, offered for sale, or imported in the United States, including, for example, the Samsung Galaxy S23, Samsung Galaxy A32 5G, and Samsung Galaxy A54 5G, as shown in these portions of the standard, do not perform this claimed step or "reserve[]" any UE "for premium services"; rather, they use Quality of Service (QoS) parameters to determine which requests are served first, which the '338 Patent distinguishes from the claimed invention. Thus, Samsung's products do not meet all limitations of at least claim 1.

95. For the same reasons, Samsung's products do not infringe any other independent claim (claims 9, 10, 11, or 14) of the '338 Patent.

96. Samsung is entitled to a judicial declaration that it does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or

[25] ISLD-202207-046, available at https://ipr.etsi.org/DynamicReporting.aspx.

jointly) or indirectly (whether contributorily or by inducement)), any valid, enforceable claim of the ’338 Patent.

COUNT IX

(Declaratory Judgment of Non-Infringement of the ’590 Patent)

97. Samsung repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

98. KPN has declared the ’590 Patent to be essential to the 3G and 4G standards. Given KPN’s Prior Lawsuits against Samsung, the expiration of KPN’s covenant-not-to-sue Samsung based on the ’590 Patent on December 31, 2024, KPN’s representation that the ’590 Patent is “relevant to [Samsung’s] business,” KPN’s repeated allegations that Samsung’s standard-compliant products necessarily infringe KPN’s allegedly essential patents, KPN’s attempt to recoup royalties from Samsung for the time period of 2010 through 2024 in the Texas State Court Action, and KPN’s history of enforcing its allegedly essential patents—including one or more of the Patents-in-Suit—against telecommunications companies in this District and other district courts, an actual controversy has arisen and now exists between the parties as to whether Samsung infringes any claim of the ’590 Patent.

99. Contrary to KPN’s assertions, Samsung does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly), indirectly (whether contributorily or by inducement), and/or under the doctrine of equivalents), any of the claims of the ’590 Patent, at least because Samsung’s smartphones and network equipment that are made, used, sold, offered for sale, or imported in the U.S. do not employ, incorporate, or otherwise make use of all the limitations of the ’590 Patent’s claims.

100. For example, claim 1 requires "transmitting a presence signal by the at least one inactive cell," "receiving measurement reports from the plurality of terminals detecting the presence signal, the measurement reports indicating measurements of the presence signal by the plurality of terminals." In KPN's declarations to ETSI, KPN declared that the '590 Patent is essential to the following portions of the 3GPP standards: 3GPP TS 32.551 V11.2.0 and 3GPP TS 36.300 V11.3.0.[26] But Samsung's standard-compliant smartphone and network products made, used, sold, offered for sale, or imported in the United States, including, for example, the Samsung Galaxy S23, Samsung Galaxy A32 5G, and Samsung Galaxy A54 5G, as shown in these portions of the standard, do not "transmit[] a presence signal by the at least one inactive cell" and do not "receiv[e] measurement reports from the plurality of terminals detecting the presence signal" that "indicat[e] measurements of the presence signal by the plurality of terminals." Thus, Samsung's products do not meet all limitations of at least claim 1.

101. As another example, in an *inter partes* review proceeding involving the '590 Patent, KPN alleged that the claimed "measurement report" "must necessarily indicate measurements of the presence signal 'by the plurality of terminals'" and that "[a] measurement report of measurements of the presence signal by a single terminal will not suffice." *Ericsson Inc., v. Koninklijke KPN N.V.,* IPR2023-00526, Paper 9 at 13 (PTAB July 6, 2023). Samsung's standard-compliant smartphone and network products made, used, sold, offered for sale, or imported in the United States, including, for example, the Samsung Galaxy S23, Samsung Galaxy A32 5G, and Samsung Galaxy A54 5G, do not receive measurement reports indicating measurements of the presence signal by a plurality of terminals. Thus, Samsung's products do not meet all limitations of claim 1 of the '590 Patent under KPN's interpretation.

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[26] ISLD-201505-009, available at https://ipr.etsi.org/DynamicReporting.aspx.

102. For the same reasons, Samsung's products do not infringe any other independent claim (claims 11 or 12) of the '590 Patent.

103. Samsung is entitled to a judicial declaration that it does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)), any valid, enforceable claim of the '590 Patent.

PRAYER FOR RELIEF

WHEREFORE, Samsung prays that this Court enter judgment against Defendants as follows:

A. Enter judgment in favor of Samsung;

B. Declare that Samsung does not infringe and has not infringed, under any theory of infringement (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)), any valid, enforceable claim of the Patents-in-Suit;

C. Enter a judgment awarding Samsung its expenses, costs, and attorneys' fees under applicable laws;

D. Find based upon 35 U.S.C. § 285 that KPN's continued enforcement of the Patents-in-Suit is exceptional;

E. Award Samsung pre-judgment and post-judgment interest to the full extent allowed under the law, as well as its costs; and

F. Such other relief, including other monetary and equitable relief, as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all claims and issues so triable.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Rodger D. Smith II

Rodger D. Smith II (#3778)
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
(302) 658-9200
rsmith@morrisnichols.com

Attorneys for Plaintiffs

OF COUNSEL:

Sean Pak
QUINN EMANUEL URQUHART & SULLIVAN, LLP
50 California Street, 22nd Floor
San Francisco, CA 94111
(415) 875-6600

Kevin Hardy
QUINN EMANUEL URQUHART & SULLIVAN, LLP
1300 I Street, N.W., Suite 900
Washington, DC 20005
(202) 538-8000

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