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

PANTECH CORPORATION and PANTECH WIRELESS, LLC Plaintiffs, v. ONEPLUS TECHNOLOGY (SHENZHEN) CO., LTD., Defendant.	Case No. 5:24-cv-00038-RWS-JBB **JURY TRIAL DEMANDED**

PLAINTIFF PANTECH CORPORATION AND PANTECH WIRELESS, LLC'S
PATENT RULE 3-1 AND 3-2 INFRINGEMENT CONTENTIONS

Pursuant to Patent Rules ("P.R.") 3-1 and 3-2, Plaintiffs Pantech Corporation and Pantech Wireless, LLC (collectively, "Pantech") hereby serve their Infringement Contentions and accompanying disclosure against Defendant OnePlus Technology (Shenzhen) Co., Ltd. ("OnePlus" or "Defendant").

These contentions are based on information reasonably available to Pantech at this time. Pantech's investigation of the facts relevant to this case is ongoing, discovery has not yet begun, and the Court has not yet construed the claims. Further, important information about many or all of OnePlus's products is not publicly available, including information relevant to the patents-in-suit and these Infringement Contentions. Accordingly, Pantech reserves the right to modify and/or supplement these disclosures as information becomes available, based on the Court's claim constructions, and/or based on positions taken by OnePlus.

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A. P.R. 3-1(b): Identification of Accused Instrumentalities

Pursuant to P.R. 3-1(b) and based on the information presently available, Pantech incorporates herein by reference the identification of Accused Instrumentalities set forth in the Complaint (*see* Dkt. No. 1) and in the attached Appendices 1-9. Pantech further identifies the following Accused Instrumentalities of which it is currently aware:

- As to claim 7 and 9 of U.S. Patent No. 9,288,824 (the '824 Patent), the accused products include the OnePlus 6T; OnePlus 7 Pro; OnePlus 7T; OnePlus 7T Pro; OnePlus 7T Pro McLaren; OnePlus 8; OnePlus 8 Pro; OnePlus 8T; OnePlus 9; OnePlus 9 Pro; OnePlus 10 Pro; OnePlus 10T; OnePlus 11; OnePlus 12; OnePlus 12R; OnePlus Nord N10; OnePlus Nord N100; OnePlus Nord N20; OnePlus Nord N200; OnePlus Nord N30; OnePlus Nord N300; and the OnePlus Open; and any additional or yet to be released products that comply with one or more of LTE, LTE Release 8 or later cellular communication protocols including at least 3GPP TS 36.321 (Release 8 and higher), 3GPP TS 36.300 (Release 8 and higher), and 3GPP TS 36.331 (Release 8 and higher), and support the LTE contention based random access procedure described in these technical specifications as identified in Appendix 2 (collectively, "the Accused OnePlus '824 Products").

- As to claims 1-5 of U.S. Patent No. 11,212,838 (the '838 Patent), the accused products include the OnePlus 7 Pro; OnePlus 7T; OnePlus 7T Pro; OnePlus 7T Pro McLaren; OnePlus 8; OnePlus 8 Pro; OnePlus 8T; OnePlus 9; OnePlus 9 Pro; OnePlus 10 Pro; OnePlus 10T; OnePlus 11; OnePlus 12; OnePlus 12R; OnePlus Nord N10; OnePlus Nord N100; OnePlus Nord N20; OnePlus Nord N200; OnePlus Nord N30; OnePlus Nord N300; and the OnePlus Open; and any additional or yet to be released products that comply with one or more of LTE-A, LTE Release 10 or later cellular communication protocols including at least 3GPP TS 36.321 (Release 10 and higher) and 3GPP TS 36.331 (Release 10 and higher), and that support uplink resource control using medium access control (MAC) timer information described in these technical specifications as identified in Appendix 3 (collectively, "the Accused OnePlus '838 Products").

- As to claims 1-4 of U.S. Patent No. 9,763,283 (the '283 Patent), the accused products include the OnePlus 7T Pro McLaren; OnePlus 8; OnePlus 8 Pro; OnePlus 8T; OnePlus 9; OnePlus 9 Pro; OnePlus 10 Pro; OnePlus 10T; OnePlus 11; OnePlus 12; OnePlus 12R; OnePlus Nord N10; OnePlus Nord N20; OnePlus Nord N200; OnePlus Nord N30; OnePlus Nord N300; and the OnePlus Open; and any additional or yet to be released products that comply with one or more of 5G, 5G Release 16 or later cellular communication protocols including at least 3GPP TS 38.321 (Release 16

and higher), 3GPP TS 38.331 (Release 16 and higher), 3GPP TS 38.101-3 (Release 16 and higher), and 3GPP TS 38.300 (Release 16 and higher), and that support radio link control to support dual connectivity described in these technical specifications as identified in Appendix 4 (collectively, "the Accused OnePlus '283 Products").

- As to claims 8-11 of U.S. Patent No. 10,863,573 (the '573 Patent), the accused products include the OnePlus 7T Pro McLaren; OnePlus 8; OnePlus 8 Pro; OnePlus 8T; OnePlus 9; OnePlus 9 Pro; OnePlus 10 Pro; OnePlus 10T; OnePlus 11; OnePlus 12; OnePlus 12R; OnePlus Nord N10; OnePlus Nord N20; OnePlus Nord N200; OnePlus Nord N30; OnePlus Nord N300; and the OnePlus Open; and any additional or yet to be released products that comply with one or more of 5G, 5G Release 16 or later cellular communication protocols including at least 3GPP TS 38.331 (Release 16 and higher), 3GPP TS 38.323 (Release 16 and higher), 3GPP TS 37.340 (Release 16 and higher), and 3GPP TS 38.300 (Release 16 and higher), and that support radio resource control and the packet data convergence protocol described in these technical specifications as identified in Appendix 5 (collectively, "the Accused OnePlus '573 Products").

- As to claims 12, 14, 15, and 16 of U.S. Patent No. 9,369,251 (the '251 Patent), the accused products include the OnePlus 7 Pro; OnePlus 7T; OnePlus 7T Pro; OnePlus 7T Pro McLaren; OnePlus 8; OnePlus 8 Pro; OnePlus 8T; OnePlus 9; OnePlus 9 Pro; OnePlus 10 Pro; OnePlus 10T; OnePlus 11; OnePlus 12; OnePlus 12R; OnePlus Nord N10; OnePlus Nord N100; OnePlus Nord N20; OnePlus Nord N200; OnePlus Nord N30; OnePlus Nord N300; and the OnePlus Open; and any additional or yet to be released products that comply with one or more of LTE-A, LTE Release 10 or later cellular communication protocols including at least 3GPP TS 36.211 (Release 10 and higher) and 3GPP 36.331 (Release 10 and higher), and that support the LTE-A contention based cell-specific reference signal described in these technical specifications as identified in Appendix 6 (collectively, "the Accused OnePlus '251 Products").

- As to claims 1, 3, and 4 of U.S. Patent No. 9,769,776 (the '776 Patent), the accused products include the OnePlus 10 Pro; OnePlus 10T; OnePlus 11; OnePlus 12; OnePlus 12R; OnePlus Nord N20; OnePlus Nord N200; OnePlus Nord N30; OnePlus Nord N300; and the OnePlus Open; and any additional or yet to be released products that comply with one or more of 5G, 5G Release 16 or later cellular communication protocols including at least 3GPP TS 38.331 (Release 16 and higher) and 3GPP TS 38.321 (Release 16 and higher), and that support uplink synchronizing in a multiple component carrier system described in these technical specifications as identified in Appendix 7 (collectively, "the Accused OnePlus '776 Products").

- As to claims 8-11 and 14 of U.S. Patent No. 8,995,372 (the '372 Patent), the accused products include the OnePlus 7T Pro McLaren; OnePlus 8; OnePlus 8 Pro; OnePlus 8T; OnePlus 9; OnePlus 9 Pro; OnePlus 10 Pro; OnePlus 10T; OnePlus 11; OnePlus 12; OnePlus 12R; OnePlus Nord N10; OnePlus Nord N20; OnePlus Nord N200; OnePlus Nord N30; OnePlus Nord N300; and the OnePlus Open; and any additional or yet to be released products that comply with one or more of 5G, 5G Release 16 or later cellular communication protocols including at least 3GPP TS 38.331 (Release 16 and higher), 3GPP TS 38.321 (Release 16 and higher), 3GPP TS 38.300 (Release 16 and higher), and 3GPP TS 38.213 (Release 16 and higher), and that support random access in a wireless communication system described in these technical specifications as identified in Appendix 8 (collectively, "the Accused OnePlus '372 Products").

- As to claims 1, 5, and 6 of U.S. Patent No. 10,764,803 (the '803 Patent), the accused products include the OnePlus 7 Pro; OnePlus 7T; OnePlus 7T Pro; OnePlus 7T Pro McLaren; OnePlus 8; OnePlus 8 Pro; OnePlus 8T; OnePlus 9; OnePlus 9 Pro; OnePlus 10 Pro; OnePlus 10T; OnePlus 11; OnePlus 12; OnePlus 12R; OnePlus Nord N10; OnePlus Nord N100; OnePlus Nord N20; OnePlus Nord N200; OnePlus Nord N30; OnePlus Nord N300; and the OnePlus Open; and any additional or yet to be released products that comply with one or more of LTE-A, LTE Release 10 or later cellular communication protocols including at least 3GPP TS 36.300 (Release 10 and higher), 3GPP TS 36.321 (Release 10 and higher), and 3GPP TS 36.331 (Release 10 and higher), and that support enhanced uplink (EU) operation described in these technical specifications as identified in Appendix 9 (collectively, "the Accused OnePlus '803 Products").

Pantech's identification of the Accused Instrumentalities is based on information reasonably available to Pantech at this time. Based on such information, Pantech is not aware of other phones or devices imported, used, or sold by or on behalf of OnePlus in the United States that include the accused functionality. To the extent that Pantech learns through discovery of additional phones imported, used, or sold by OnePlus in the United States with the accused functionality, including but not limited to the foregoing identified devices, Pantech reserves its rights to add those products to this lawsuit.

Pantech further reserves the right to supplement these Infringement Contentions based on information developed in the course of this lawsuit through discovery or additional factual investigation, in view of the Court's claim construction rulings, or as other circumstances may

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require. Specifically, should discovery reveal that OnePlus has committed acts of infringement related to any products other than those listed above, including newly released products or additional products with similar functionality identified in Appendices 1-9, Pantech reserves the right to supplement these contentions.

B. P.R. 3-1(c): Claim Charts

Pursuant to P.R. 3-1(c), and based on the information presently available, Pantech attaches hereto the following Appendices 1-9 identifying specifically where each element of each asserted claim is found within the Accused Instrumentalities: Appendix 1 (Accused Product Evidence Applicable to Each Patent), Appendix 2 (the '824 Patent), Appendix 3 (the '838 Patent), Appendix 4 (the '283 Patent), Appendix 5 (the '573 Patent), Appendix 6 (the '251 Patent), Appendix 7 (the '776 Patent), Appendix 8 (the '372 Patent), and Appendix 9 (the '803 Patent).

Appendices 2-9 (with incorporation of Appendix 1) identify a claim chart for the asserted claims of the patents-in-suit and the Accused Instrumentalities. As explained below, the OnePlus Accused Instrumentalities infringe based on the functionalities and infringement theories set forth in Appendices 2-9 for each of the corresponding patents-in-suit.

1. The '824 Patent and Appendix 2

With respect to the '824 Patent, Appendix 2 (which references Appendix 1) shows how each element of claims 7 and 9 is found in the Accused OnePlus '824 Products.

As shown in Appendices 1 and 2, each of the Accused OnePlus '824 Products is a device configured to perform the LTE contention based random access procedure described in these technical specifications as identified in Appendix 2. Each of the Accused OnePlus '824 Products contains a chipset, application processor, SoC, or system-on-chip (*e.g.*, the Qualcomm Snapdragon 8 Gen 2 Mobile Platform) (referred to herein as the "chipset") that incorporates a processor and modem. Each such chipset (and thus each accused device) complies with one or more of LTE

Release 8 or later cellular communication protocols including at least 3GPP TS 36.321, 3GPP TS 36.300, and 3GPP TS 36.331 and supports contention based random access procedure in accordance with the LTE Release 8 or later cellular communication standard. *See, e.g.*, https://www.oneplus.com/us/oneplus-12; https://www.qualcomm.com/content/dam/qcomm-martech/dm-assets/documents/Snapdragon-8-Gen-2-Product-Brief.pdf.

If "a patent covers mandatory aspects of a standard," it is "enough to prove infringement by showing standard compliance." *Godo Kaisha IP Bridge 1 v. TCL Commun. Tech. Holdings Ltd*., 967 F.3d 1380, 1383-84 (Fed. Cir. 2020) ("In cases involving standard essential patents, we have endorsed standard compliance as a way of proving infringement"). As shown in Appendix 2, claims 7 and 9 of the '824 Patent cover mandatory aspects of the LTE standard, including at least 3GPP TS 36.321 (Release 8 and higher), 3GPP TS 36.300 (Release 8 and higher), and 3GPP TS 36.331 (Release 8 and higher). Thus, the Accused OnePlus '824 Products' compliance with the standard (shown in Appendix 1) and such technical specifications demonstrates infringement of the '824 Patent.

Defendant has and continues to directly infringe claims 7 and 9 of the '824 Patent by making, using, testing, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States the Accused OnePlus '824 Products. This is done either by Defendant itself, or its alter-ego, OnePlus USA Corp. OnePlus USA Corp. is Defendant's alter-ego at least because Defendant established OnePlus USA Corp. to sell the Accused Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary

PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused Products; and actively manages this sales channel into the United States through the use of channel managers.

Defendant also indirectly infringes claims 7 and 9 of the ’824 Patent under 35 U.S.C. § 271(b) and (c). Defendant was made aware of the ’824 Patent and its infringement thereof at least as early as June 12, 2020, when the ’824 Patent was identified as an infringed patent in correspondence sent to OnePlus by Pantech Corp. Pantech Corp. followed up with additional correspondence and presentations regarding the ’824 Patent and OnePlus’s infringement thereof again on at least January 21, 2021 and January 20, 2022. Pantech filed the Complaint in this action on March 14, 2024, which contains additional, detailed infringement allegations.

Defendant has induced and continues to induce others to infringe at least claims 7 and 9 of the ’824 Patent under 35 U.S.C. § 271(b) with specific intent or willful blindness. Defendant induced infringement by, among other things, actively aiding and abetting others to infringe. Defendant directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus ’824 Products to OnePlus USA Corp., which directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus ’824 Products to customers who are end users and wireless telecommunications network subscribers, and to network operators, thereby directly infringing the ’824 Patent. Defendant established OnePlus USA Corp. to sell the Accused OnePlus ’824 Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused OnePlus ’824 Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory

certifications for the Accused OnePlus '824 Products; and actively manages this sales channel into the United States through the use of channel managers. Further, Defendant advertises that the Accused OnePlus '824 Products have LTE connectivity and otherwise comply with the LTE standards, and provides the Accused OnePlus '824 Products for the advertised purpose of LTE communications by customers. *See, e.g.*, Appendix 1. Defendant's advertising also identifies the processors used in the Accused OnePlus '824 Products, which comply with the LTE standards. Further, Defendant provides instructional materials, training, and services for the use of LTE communications by customers. For example, the https://service.oneplus.com/global/user-manual website contains user manuals instructing users how to make telephone calls using telecommunications networks, which include LTE compliant networks.

Defendant also contributorily infringes the '824 Patent under 35 U.S.C. § 271(c) by offering to sell, selling, and importing into the United States the Accused OnePlus '824 Products, which are especially made or adapted for use in an infringement of the '824 Patent. The Accused OnePlus '824 Products include a chipset with LTE functionality (including processor and modem) that is not a staple article of commerce suitable for substantial non-infringing use, and indeed has no substantial non-infringing use. In particular, each of the Accused OnePlus '824 Products is advertised to be compliant with LTE and used for LTE communications. Further, the chipset used in the Accused OnePlus '824 Products contain hardware, software, and/or firmware that performs at least a portion of the claimed functionalities, as shown in Appendix 2, with no substantial non-infringing use.

2. The '838 Patent and Appendix 3

With respect to the '838 Patent, Appendix 3 (which references Appendix 1) shows how each element of claims 1-5 is found in the Accused OnePlus '838 Products.

As shown in Appendices 1 and 3, each of the Accused OnePlus '838 Products is a device configured to perform uplink resource control using medium access control (MAC) timer information described in these technical specifications as identified in Appendix 3. Each of the Accused OnePlus '838 Products contains a chipset, application processor, SoC, or system-on-chip (*e.g.*, the Qualcomm Snapdragon 8 Gen 2 Mobile Platform) (referred to herein as the "chipset") that incorporates a processor and modem. Each such chipset (and thus each accused device) complies with one or more of LTE Release 10 or later cellular communication protocols including at least 3GPP TS 36.321 and 3GPP TS 36.331 and supports uplink resource control using medium access control (MAC) timer information in accordance with the LTE Release 10 or later cellular communication standard. *See, e.g.*, https://www.oneplus.com/us/oneplus-12; https://www.qualcomm.com/content/dam/qcomm-martech/dm-assets/documents/Snapdragon-8-Gen-2-Product-Brief.pdf.

If "a patent covers mandatory aspects of a standard," it is "enough to prove infringement by showing standard compliance." *Godo Kaisha IP Bridge 1 v. TCL Commun. Tech. Holdings Ltd.*, 967 F.3d 1380, 1383-84 (Fed. Cir. 2020) ("In cases involving standard essential patents, we have endorsed standard compliance as a way of proving infringement"). As shown in Appendix 3, claims 1-5 of the '838 Patent cover mandatory aspects of the LTE-A standard, including at least 3GPP TS 36.321 (Release 10 and higher) and 3GPP TS 36.331 (Release 10 and higher). Thus, the Accused OnePlus '838 Products' compliance with the standard (shown in Appendix 1) and such technical specifications demonstrates infringement of the '838 Patent.

Defendant has and continues to directly infringe claims 1-5 of the '838 Patent by making, using, testing, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States the Accused OnePlus '838 Products.

This is done either by Defendant itself, or its alter-ego, OnePlus USA Corp. OnePlus USA Corp. is Defendant's alter-ego at least because Defendant established OnePlus USA Corp. to sell the Accused Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused Products; and actively manages this sales channel into the United States through the use of channel managers.

Defendant also indirectly infringes claims 1-5 of the '838 Patent under 35 U.S.C. § 271(b) and (c). Defendant was made aware of the '838 Patent and its infringement thereof at least as early as July 9, 2021, when family members were identified in correspondence sent to OnePlus by Pantech Corp. Pantech filed the Complaint in this action on March 14, 2024, which contains additional, detailed infringement allegations.

Defendant has induced and continues to induce others to infringe at least claims 1-5 of the '838 Patent under 35 U.S.C. § 271(b) with specific intent or willful blindness. Defendant induced infringement by, among other things, actively aiding and abetting others to infringe. Defendant directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus '838 Products to OnePlus USA Corp., which directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus '838 Products to customers who are end users and wireless telecommunications network subscribers, and to network operators, thereby directly infringing the '838 Patent. Defendant established OnePlus USA Corp. to sell the Accused OnePlus '838 Products to clients in the United States; determines market needs in

consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused OnePlus '838 Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused OnePlus '838 Products; and actively manages this sales channel into the United States through the use of channel managers. Further, Defendant advertises that the Accused OnePlus '838 Products have LTE-A connectivity and otherwise comply with the LTE-A standards, and provides the Accused OnePlus '838 Products for the advertised purpose of LTE-A communications by customers. *See, e.g.*, Appendix 1. Defendant's advertising also identifies the processors used in the Accused OnePlus '838 Products, which comply with the LTE-A standards. Further, Defendant provides instructional materials, training, and services for the use of LTE-A communications by customers. For example, the https://service.oneplus.com/global/user-manual website contains user manuals instructing users how to make telephone calls using telecommunications networks, which include LTE-A compliant networks.

Defendant also contributorily infringes the '838 Patent under 35 U.S.C. § 271(c) by offering to sell, selling, and importing into the United States the Accused OnePlus '838 Products, which are especially made or adapted for use in an infringement of the '838 Patent. The Accused OnePlus '838 Products include a chipset with LTE-A functionality (including processor and modem) that is not a staple article of commerce suitable for substantial non-infringing use, and indeed has no substantial non-infringing use. In particular, each of the Accused OnePlus '838 Products is advertised to be compliant with LTE-A and used for LTE-A communications. Further, the chipset used in the Accused OnePlus '838 Products contain hardware, software, and/or

firmware that performs at least a portion of the claimed functionalities, as shown in Appendix 3, with no substantial non-infringing use.

3. The ’283 Patent and Appendix 4

With respect to the ’283 Patent, Appendix 4 (which references Appendix 1) shows how each element of claims 1-4 is found in the Accused OnePlus ’283 Products.

As shown in Appendices 1 and 4, each of the Accused OnePlus ’283 Products is a device configured to perform radio link control to support dual connectivity described in these technical specifications as identified in Appendix 4. Each of the Accused OnePlus ’283 Products contains a chipset, application processor, SoC, or system-on-chip (*e.g.*, the Qualcomm Snapdragon 8 Gen 2 Mobile Platform) (referred to herein as the “chipset”) that incorporates a processor and modem. Each such chipset (and thus each accused device) complies with one or more of 5G Release 16 or later cellular communication protocols including at least 3GPP TS 38.321, 3GPP TS 38.101-3, 3GPP TS 38.300, and 3GPP TS 38.331 and supports radio link control to support dual connectivity in accordance with the 5G Release 16 or later cellular communication standard. *See, e.g.*, https://www.oneplus.com/us/oneplus-12; https://www.qualcomm.com/content/dam/qcomm-martech/dm-assets/documents/Snapdragon-8-Gen-2-Product-Brief.pdf.

If “a patent covers mandatory aspects of a standard,” it is “enough to prove infringement by showing standard compliance.” *Godo Kaisha IP Bridge 1 v. TCL Commun. Tech. Holdings Ltd.*, 967 F.3d 1380, 1383-84 (Fed. Cir. 2020) (“In cases involving standard essential patents, we have endorsed standard compliance as a way of proving infringement”). As shown in Appendix 4, claims 1-4 of the ’283 Patent cover mandatory aspects of the 5G standard, including at least 3GPP TS 38.321 (Release 16 and higher), 3GPP TS 38.101-3 (Release 16 and higher), 3GPP TS 38.300 (Release 16 and higher), and 3GPP TS 38.331 (Release 16 and higher). Thus, the Accused OnePlus

’283 Products’ compliance with the standard (shown in Appendix 1) and such technical specifications demonstrates infringement of the ’283 Patent.

Defendant has and continues to directly infringe claims 1-4 of the ’283 Patent by making, using, testing, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States the Accused OnePlus ’283 Products. This is done either by Defendant itself, or its alter-ego, OnePlus USA Corp. OnePlus USA Corp. is Defendant’s alter-ego at least because Defendant established OnePlus USA Corp. to sell the Accused Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused Products; and actively manages this sales channel into the United States through the use of channel managers.

Defendant also indirectly infringes claims 1-4 of the ’283 Patent under 35 U.S.C. § 271(b) and (c). Defendant was made aware of the ’283 Patent and its infringement thereof at least as early as July 9, 2021, when the ’283 Patent was identified as an infringed patent in correspondence sent to OnePlus by Pantech Corp. Pantech filed the Complaint in this action on March 14, 2024, which contains additional, detailed infringement allegations.

Defendant has induced and continues to induce others to infringe at least claims 1-4 of the ’283 Patent under 35 U.S.C. § 271(b) with specific intent or willful blindness. Defendant induced infringement by, among other things, actively aiding and abetting others to infringe. Defendant directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused

OnePlus ’283 Products to OnePlus USA Corp., which directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus ’283 Products to customers who are end users and wireless telecommunications network subscribers, and to network operators, thereby directly infringing the ’283 Patent. Defendant established OnePlus USA Corp. to sell the Accused OnePlus ’283 Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused OnePlus ’283 Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused OnePlus ’283 Products; and actively manages this sales channel into the United States through the use of channel managers. Further, Defendant advertises that the Accused OnePlus ’283 Products have 5G connectivity and otherwise comply with the 5G standards, and provides the Accused OnePlus ’283 Products for the advertised purpose of 5G communications by customers. *See, e.g.*, Appendix 1. Defendant’s advertising also identifies the processors used in the Accused OnePlus ’283 Products, which comply with the 5G standards. Further, Defendant provides instructional materials, training, and services for the use of 5G communications by customers. For example, the https://service.oneplus.com/global/user-manual website contains user manuals instructing users how to make telephone calls using telecommunications networks, which include 5G compliant networks.

Defendant also contributorily infringes the ’283 Patent under 35 U.S.C. § 271(c) by offering to sell, selling, and importing into the United States the Accused OnePlus ’283 Products, which are especially made or adapted for use in an infringement of the ’283 Patent. The Accused OnePlus ’283 Products include a chipset with 5G functionality (including processor and modem)

that is not a staple article of commerce suitable for substantial non-infringing use, and indeed has no substantial non-infringing use. In particular, each of the Accused OnePlus '283 Products is advertised to be compliant with 5G and used for 5G communications. Further, the chipset used in the Accused OnePlus '283 Products contain hardware, software, and/or firmware that performs at least a portion of the claimed functionalities, as shown in Appendix 4, with no substantial non-infringing use.

4. The '573 Patent and Appendix 5

With respect to the '573 Patent, Appendix 5 (which references Appendix 1) shows how each element of claims 8-11 is found in the Accused OnePlus '573 Products.

As shown in Appendices 1 and 5, each of the Accused OnePlus '573 Products is a device configured to perform radio resource control and the packet data convergence protocol described in these technical specifications as identified in Appendix 5. Each of the Accused OnePlus '573 Products contains a chipset, application processor, SoC, or system-on-chip (*e.g.*, the Qualcomm Snapdragon 8 Gen 2 Mobile Platform) (referred to herein as the "chipset") that incorporates a processor and modem. Each such chipset (and thus each accused device) complies with one or more of 5G Release 16 or later cellular communication protocols including at least 3GPP TS 38.331, 3GPP TS 38.323, 3GPP TS 37.340, and 3GPP TS 38.300 and supports radio resource control and the packet data convergence in accordance with the 5G Release 16 or later cellular communication standard. *See, e.g.*, https://www.oneplus.com/us/oneplus-12; https://www.qualcomm.com/content/dam/qcomm-martech/dm-assets/documents/Snapdragon-8-Gen-2-Product-Brief.pdf.

If "a patent covers mandatory aspects of a standard," it is "enough to prove infringement by showing standard compliance." *Godo Kaisha IP Bridge 1 v. TCL Commun. Tech. Holdings Ltd.*, 967 F.3d 1380, 1383-84 (Fed. Cir. 2020) ("In cases involving standard essential patents, we

have endorsed standard compliance as a way of proving infringement"). As shown in Appendix 5, claims 8-11 of the '573 Patent cover mandatory aspects of the 5G standard, including at least 3GPP TS 38.331 (Release 16 and higher), 3GPP TS 38.323 (Release 16 and higher), 3GPP TS 37.340 (Release 16 and higher), and 3GPP TS 38.300 (Release 16 and higher). Thus, the Accused OnePlus '573 Products' compliance with the standard (shown in Appendix 1) and such technical specifications demonstrates infringement of the '573 Patent.

Defendant has and continues to directly infringe claims 8-11 of the '573 Patent by making, using, testing, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States the Accused OnePlus '573 Products. This is done either by Defendant itself, or its alter-ego, OnePlus USA Corp. OnePlus USA Corp. is Defendant's alter-ego at least because Defendant established OnePlus USA Corp. to sell the Accused Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused Products; and actively manages this sales channel into the United States through the use of channel managers.

Defendant also indirectly infringes claims 8-11 of the '573 Patent under 35 U.S.C. § 271(b) and (c). Defendant was made aware of the '573 Patent and its infringement thereof at least as early as July 9, 2021, when the '573 Patent was identified as an infringed patent in correspondence sent to OnePlus by Pantech Corp. Pantech filed the Complaint in this action on March 14, 2024, which contains additional, detailed infringement allegations.

Defendant has induced and continues to induce others to infringe at least claims 8-11 of the ’573 Patent under 35 U.S.C. § 271(b) with specific intent or willful blindness. Defendant induced infringement by, among other things, actively aiding and abetting others to infringe. Defendant directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus ’573 Products to OnePlus USA Corp., which directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus ’573 Products to customers who are end users and wireless telecommunications network subscribers, and to network operators, thereby directly infringing the ’573 Patent. Defendant established OnePlus USA Corp. to sell the Accused OnePlus ’573 Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused OnePlus ’573 Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused OnePlus ’573 Products; and actively manages this sales channel into the United States through the use of channel managers. Further, Defendant advertises that the Accused OnePlus ’573 Products have 5G connectivity and otherwise comply with the 5G standards, and provides the Accused OnePlus ’573 Products for the advertised purpose of 5G communications by customers. *See, e.g.*, Appendix 1. Defendant’s advertising also identifies the processors used in the Accused OnePlus ’573 Products, which comply with the 5G standards. Further, Defendant provides instructional materials, training, and services for the use of 5G communications by customers. For example, the https://service.oneplus.com/global/user-manual website contains user manuals instructing users how to make telephone calls using telecommunications networks, which include 5G compliant networks.

Defendant also contributorily infringes the ’573 Patent under 35 U.S.C. § 271(c) by offering to sell, selling, and importing into the United States the Accused OnePlus ’573 Products, which are especially made or adapted for use in an infringement of the ’573 Patent. The Accused OnePlus ’573 Products include a chipset with 5G functionality (including processor and modem) that is not a staple article of commerce suitable for substantial non-infringing use, and indeed has no substantial non-infringing use. In particular, each of the Accused OnePlus ’573 Products is advertised to be compliant with 5G and used for 5G communications. Further, the chipset used in the Accused OnePlus ’573 Products contain hardware, software, and/or firmware that performs at least a portion of the claimed functionalities, as shown in Appendix 5, with no substantial non-infringing use.

5. The ’251 Patent and Appendix 6

With respect to the ’251 Patent, Appendix 6 (which references Appendix 1) shows how each element of claims 12, 14, 15, and 16 is found in the Accused OnePlus ’251 Products.

As shown in Appendices 1 and 6, each of the Accused OnePlus ’251 Products is a device configured to perform LTE-A contention based cell-specific reference signaling described in these technical specifications as identified in Appendix 6. Each of the Accused OnePlus ’251 Products contains a chipset, application processor, SoC, or system-on-chip (*e.g.*, the Qualcomm Snapdragon 8 Gen 2 Mobile Platform) (referred to herein as the “chipset”) that incorporates a processor and modem. Each such chipset (and thus each accused device) complies with one or more of LTE Release 10 or later cellular communication protocols including at least 3GPP TS 36.321 and 3GPP TS 36.331 and supports contention based cell-specific reference signaling in accordance with the LTE Release 10 or later cellular communication standard. *See, e.g.*, https://www.oneplus.com/us/oneplus-12; https://www.qualcomm.com/content/dam/qcomm-martech/dm-assets/documents/Snapdragon-8-Gen-2-Product-Brief.pdf.

If "a patent covers mandatory aspects of a standard," it is "enough to prove infringement by showing standard compliance." *Godo Kaisha IP Bridge 1 v. TCL Commun. Tech. Holdings Ltd*., 967 F.3d 1380, 1383-84 (Fed. Cir. 2020) ("In cases involving standard essential patents, we have endorsed standard compliance as a way of proving infringement"). As shown in Appendix 6, claims 12, 14, 15, and 16 of the '251 Patent cover mandatory aspects of the LTE-A standard, including at least 3GPP TS 36.211 (Release 10 and higher) and 3GPP 36.331 (Release 10 and higher). Thus, the Accused OnePlus '251 Products' compliance with the standard (shown in Appendix 1) and such technical specifications demonstrates infringement of the '251 Patent.

Defendant has and continues to directly infringe claims 12, 14, 15, and 16 of the '251 Patent by making, using, testing, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States the Accused OnePlus '251 Products. This is done either by Defendant itself, or its alter-ego, OnePlus USA Corp. OnePlus USA Corp. is Defendant's alter-ego at least because Defendant established OnePlus USA Corp. to sell the Accused Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused Products; and actively manages this sales channel into the United States through the use of channel managers.

Defendant also indirectly infringes claims 12, 14, 15, and 16 of the '251 Patent under 35 U.S.C. § 271(b) and (c). Defendant was made aware of the '251 Patent and its infringement thereof at least as early as January 21, 2021, when the '251 Patent was identified as an infringed patent in

correspondence sent to OnePlus by Pantech Corp. Pantech filed the Complaint in this action on March 14, 2024, which contains additional, detailed infringement allegations.

Defendant has induced and continues to induce others to infringe at least claims 12, 14, 15, and 16 of the '251 Patent under 35 U.S.C. § 271(b) with specific intent or willful blindness. Defendant induced infringement by, among other things, actively aiding and abetting others to infringe. Defendant directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus '251 Products to OnePlus USA Corp., which directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus '251 Products to customers who are end users and wireless telecommunications network subscribers, and to network operators, thereby directly infringing the '251 Patent. Defendant established OnePlus USA Corp. to sell the Accused OnePlus '251 Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused OnePlus '251 Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused OnePlus '251 Products; and actively manages this sales channel into the United States through the use of channel managers. Further, Defendant advertises that the Accused OnePlus '251 Products have LTE-A connectivity and otherwise comply with the LTE-A standards, and provides the Accused OnePlus '251 Products for the advertised purpose of LTE-A communications by customers. *See, e.g.*, Appendix 1. Defendant's advertising also identifies the processors used in the Accused OnePlus '251 Products, which comply with the LTE-A standards. Further, Defendant provides instructional materials, training, and services for the use of LTE-A communications by customers. For example, the

https://service.oneplus.com/global/user-manual website contains user manuals instructing users how to make telephone calls using telecommunications networks, which include LTE-A compliant networks.

Defendant also contributorily infringes the '251 Patent under 35 U.S.C. § 271(c) by offering to sell, selling, and importing into the United States the Accused OnePlus '251 Products, which are especially made or adapted for use in an infringement of the '251 Patent. The Accused OnePlus '251 Products include a chipset with LTE-A functionality (including processor and modem) that is not a staple article of commerce suitable for substantial non-infringing use, and indeed has no substantial non-infringing use. In particular, each of the Accused OnePlus '251 Products is advertised to be compliant with LTE-A and used for LTE-A communications. Further, the chipset used in the Accused OnePlus '251 Products contain hardware, software, and/or firmware that performs at least a portion of the claimed functionalities, as shown in Appendix 6, with no substantial non-infringing use.

6. The '776 Patent and Appendix 7

With respect to the '776 Patent, Appendix 7 (which references Appendix 1) shows how each element of claims 1, 3, and 4 is found in the Accused OnePlus '776 Products.

As shown in Appendices 1 and 7, each of the Accused OnePlus '776 Products is a device configured to perform uplink synchronizing in a multiple component carrier system described in these technical specifications as identified in Appendix 7. Each of the Accused OnePlus '776 Products contains a chipset, application processor, SoC, or system-on-chip (*e.g.*, the Qualcomm Snapdragon 8 Gen 2 Mobile Platform) (referred to herein as the "chipset") that incorporates a processor and modem. Each such chipset (and thus each accused device) complies with one or more of 5G Release 16 or later cellular communication protocols including at least 3GPP TS 38.331 and 3GPP TS 38.321 and supports uplink synchronizing in a multiple component carrier

system in accordance with the 5G Release 16 or later cellular communication standard. *See, e.g.*, https://www.oneplus.com/us/oneplus-12; https://www.qualcomm.com/content/dam/qcomm-martech/dm-assets/documents/Snapdragon-8-Gen-2-Product-Brief.pdf.

If "a patent covers mandatory aspects of a standard," it is "enough to prove infringement by showing standard compliance." *Godo Kaisha IP Bridge 1 v. TCL Commun. Tech. Holdings Ltd*., 967 F.3d 1380, 1383-84 (Fed. Cir. 2020) ("In cases involving standard essential patents, we have endorsed standard compliance as a way of proving infringement"). As shown in Appendix 7, claims 1, 3, and 4 of the '776 Patent cover mandatory aspects of the 5G standard, including at least 3GPP TS 38.331 (Release 16 and higher) and 3GPP TS 38.321 (Release 16 and higher). Thus, the Accused OnePlus '776 Products' compliance with the standard (shown in Appendix 1) and such technical specifications demonstrates infringement of the '776 Patent.

Defendant has and continues to directly infringe claims 1, 3, and 4 of the '776 Patent by making, using, testing, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States the Accused OnePlus '776 Products. This is done either by Defendant itself, or its alter-ego, OnePlus USA Corp. OnePlus USA Corp. is Defendant's alter-ego at least because Defendant established OnePlus USA Corp. to sell the Accused Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused Products; and actively manages this sales channel into the United States through the use of channel managers.

Defendant also indirectly infringes claims 1, 3, and 4 of the ’776 Patent under 35 U.S.C. § 271(b) and (c). Defendant was made aware of the ’776 Patent and its infringement thereof at least as early as the filing date of the Complaint in this action on March 14, 2024, which contained detailed infringement allegations.

Defendant has induced and continues to induce others to infringe at least claims 1, 3, and 4 of the ’776 Patent under 35 U.S.C. § 271(b) with specific intent or willful blindness. Defendant induced infringement by, among other things, actively aiding and abetting others to infringe. Defendant directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus ’776 Products to OnePlus USA Corp., which directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus ’776 Products to customers who are end users and wireless telecommunications network subscribers, and to network operators, thereby directly infringing the ’776 Patent. Defendant established OnePlus USA Corp. to sell the Accused OnePlus ’776 Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused OnePlus ’776 Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused OnePlus ’776 Products; and actively manages this sales channel into the United States through the use of channel managers. Further, Defendant advertises that the Accused OnePlus ’776 Products have 5G connectivity and otherwise comply with the 5G standards, and provides the Accused OnePlus ’776 Products for the advertised purpose of 5G communications by customers. *See, e.g.*, Appendix 1. Defendant’s advertising also identifies the processors used in the Accused OnePlus ’776 Products, which comply with the 5G standards.

Further, Defendant provides instructional materials, training, and services for the use of 5G communications by customers. For example, the https://service.oneplus.com/global/user-manual website contains user manuals instructing users how to make telephone calls using telecommunications networks, which include 5G compliant networks.

Defendant also contributorily infringes the ’776 Patent under 35 U.S.C. § 271(c) by offering to sell, selling, and importing into the United States the Accused OnePlus ’776 Products, which are especially made or adapted for use in an infringement of the ’776 Patent. The Accused OnePlus ’776 Products include a chipset with 5G functionality (including processor and modem) that is not a staple article of commerce suitable for substantial non-infringing use, and indeed has no substantial non-infringing use. In particular, each of the Accused OnePlus ’776 Products is advertised to be compliant with 5G and used for 5G communications. Further, the chipset used in the Accused OnePlus ’776 Products contain hardware, software, and/or firmware that performs at least a portion of the claimed functionalities, as shown in Appendix 7, with no substantial non-infringing use.

7. The ’372 Patent and Appendix 8

With respect to the ’372 Patent, Appendix 8 (which references Appendix 1) shows how each element of claims 8-11 and 14 is found in the Accused OnePlus ’372 Products.

As shown in Appendices 1 and 8, each of the Accused OnePlus ’372 Products is a device configured to perform random access in a wireless communication system described in these technical specifications as identified in Appendix 8. Each of the Accused OnePlus ’372 Products contains a chipset, application processor, SoC, or system-on-chip (*e.g.*, the Qualcomm Snapdragon 8 Gen 2 Mobile Platform) (referred to herein as the “chipset”) that incorporates a processor and modem. Each such chipset (and thus each accused device) complies with one or more of 5G Release 16 or later cellular communication protocols including at least 3GPP TS 38.331, 3GPP TS

38.321, 3GPP TS 38.300, and 3GPP TS 38.213 and supports random access in a wireless communication system in accordance with the 5G Release 16 or later cellular communication standard. *See, e.g.*, https://www.oneplus.com/us/oneplus-12; https://www.qualcomm.com/content/dam/qcomm-martech/dm-assets/documents/Snapdragon-8-Gen-2-Product-Brief.pdf.

If "a patent covers mandatory aspects of a standard," it is "enough to prove infringement by showing standard compliance." *Godo Kaisha IP Bridge 1 v. TCL Commun. Tech. Holdings Ltd*., 967 F.3d 1380, 1383-84 (Fed. Cir. 2020) ("In cases involving standard essential patents, we have endorsed standard compliance as a way of proving infringement"). As shown in Appendix 8, claims 8-11 and 14 of the '372 Patent cover mandatory aspects of the 5G standard, including at least 3GPP TS 38.331 (Release 16 and higher), 3GPP TS 38.321 (Release 16 and higher), 3GPP TS 38.300 (Release 16 and higher), and 3GPP TS 38.213 (Release 16 and higher). Thus, the Accused OnePlus '372 Products' compliance with the standard (shown in Appendix 1) and such technical specifications demonstrates infringement of the '372 Patent.

Defendant has and continues to directly infringe claims 8-11 and 14 of the '372 Patent by making, using, testing, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States the Accused OnePlus '372 Products. This is done either by Defendant itself, or its alter-ego, OnePlus USA Corp. OnePlus USA Corp. is Defendant's alter-ego at least because Defendant established OnePlus USA Corp. to sell the Accused Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary

PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused Products; and actively manages this sales channel into the United States through the use of channel managers.

Defendant also indirectly infringes claims 8-11 and 14 of the ’372 Patent under 35 U.S.C. § 271(b) and (c). Defendant was made aware of the ’372 Patent and its infringement thereof at least as early as July 9, 2021, when the ’372 Patent was identified as an infringed patent in correspondence sent to OnePlus by Pantech Corp. Pantech filed the Complaint in this action on March 14, 2024, which contains additional, detailed infringement allegations.

Defendant has induced and continues to induce others to infringe at least claims 8-11 and 14 of the ’372 Patent under 35 U.S.C. § 271(b) with specific intent or willful blindness. Defendant induced infringement by, among other things, actively aiding and abetting others to infringe. Defendant directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus ’372 Products to OnePlus USA Corp., which directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus ’372 Products to customers who are end users and wireless telecommunications network subscribers, and to network operators, thereby directly infringing the ’372 Patent. Defendant established OnePlus USA Corp. to sell the Accused OnePlus ’372 Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused OnePlus ’372 Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused OnePlus ’372 Products; and actively manages this sales channel into the United States through the use of channel managers. Further, Defendant advertises that the

Accused OnePlus ’372 Products have 5G connectivity and otherwise comply with the 5G standards, and provides the Accused OnePlus ’372 Products for the advertised purpose of 5G communications by customers. *See, e.g.*, Appendix 1. Defendant’s advertising also identifies the processors used in the Accused OnePlus ’372 Products , which comply with the 5G standards. Further, Defendant provides instructional materials, training, and services for the use of 5G communications by customers. For example, the https://service.oneplus.com/global/user-manual website contains user manuals instructing users how to make telephone calls using telecommunications networks, which include 5G compliant networks.

Defendant also contributorily infringes the ’372 Patent under 35 U.S.C. § 271(c) by offering to sell, selling, and importing into the United States the Accused OnePlus ’372 Products, which are especially made or adapted for use in an infringement of the ’372 Patent. The Accused OnePlus ’372 Products include a chipset with 5G functionality (including processor and modem) that is not a staple article of commerce suitable for substantial non-infringing use, and indeed has no substantial non-infringing use. In particular, each of the Accused OnePlus ’372 Products is advertised to be compliant with 5G and used for 5G communications. Further, the chipset used in the Accused OnePlus ’372 Products contain hardware, software, and/or firmware that performs at least a portion of the claimed functionalities, as shown in Appendix 8, with no substantial non-infringing use.

8. The ’803 Patent and Appendix 9

With respect to the ’803 Patent, Appendix 9 (which references Appendix 1) shows how each element of claims 1, 5, and 6 is found in the Accused OnePlus ’803 Products.

As shown in Appendices 1 and 9, each of the Accused OnePlus ’803 Products is a device configured to perform enhanced uplink (EU) operation described in these technical specifications as identified in Appendix 9. Each of the Accused OnePlus ’803 Products contains a chipset,

application processor, SoC, or system-on-chip (*e.g.*, the Qualcomm Snapdragon 8 Gen 2 Mobile Platform) (referred to herein as the "chipset") that incorporates a processor and modem. Each such chipset (and thus each accused device) complies with one or more of LTE Release 10 or later cellular communication protocols including at least 3GPP TS 36.300, 3GPP TS 36.321, and 3GPP TS 36.331 and supports enhanced uplink (EU) operation in accordance with the LTE Release 10 or later cellular communication standard. *See, e.g.*, https://www.oneplus.com/us/oneplus-12; https://www.qualcomm.com/content/dam/qcomm-martech/dm-assets/documents/Snapdragon-8-Gen-2-Product-Brief.pdf.

If "a patent covers mandatory aspects of a standard," it is "enough to prove infringement by showing standard compliance." *Godo Kaisha IP Bridge 1 v. TCL Commun. Tech. Holdings Ltd.*, 967 F.3d 1380, 1383-84 (Fed. Cir. 2020) ("In cases involving standard essential patents, we have endorsed standard compliance as a way of proving infringement"). As shown in Appendix 9, claims 1, 5, and 6 of the '803 Patent cover mandatory aspects of the LTE-A standard, including at least 3GPP TS 36.300 (Release 10 and higher), 3GPP TS 36.321 (Release 10 and higher), and 3GPP TS 36.331 (Release 10 and higher). Thus, the Accused OnePlus '803 Products' compliance with the standard (shown in Appendix 1) and such technical specifications demonstrates infringement of the '803 Patent.

Defendant has and continues to directly infringe claims 1, 5, and 6 of the '803 Patent by making, using, testing, selling, importing, offering to sell within the United States, importing into the United States, and providing to and within the United States the Accused OnePlus '803 Products. This is done either by Defendant itself, or its alter-ego, OnePlus USA Corp. OnePlus USA Corp. is Defendant's alter-ego at least because Defendant established OnePlus USA Corp. to sell the Accused Products to clients in the United States; determines market needs in consumer

groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products; obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused Products; and actively manages this sales channel into the United States through the use of channel managers.

Defendant also indirectly infringes claims 1, 5, and 6 of the '803 Patent under 35 U.S.C. § 271(b) and (c). Defendant was made aware of the '803 Patent and its infringement thereof at least as early as July 9, 2021, when the '803 Patent was identified as an infringed patent in correspondence sent to OnePlus by Pantech Corp. Pantech filed the Complaint in this action on March 14, 2024, which contains additional, detailed infringement allegations.

Defendant has induced and continues to induce others to infringe at least claims 1, 5, and 6 of the '803 Patent under 35 U.S.C. § 271(b) with specific intent or willful blindness. Defendant induced infringement by, among other things, actively aiding and abetting others to infringe. Defendant directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus '803 Products to OnePlus USA Corp., which directly and/or indirectly markets, advertises, offers for sale, sells, or distributes the Accused OnePlus '803 Products to customers who are end users and wireless telecommunications network subscribers, and to network operators, thereby directly infringing the '803 Patent. Defendant established OnePlus USA Corp. to sell the Accused OnePlus '803 Products to clients in the United States; determines market needs in consumer groups in the United States; arranges frequent communications and written contracts for the manufacturer of the Accused OnePlus '803 Products to sell to importers, who will sell to OnePlus USA Corp.; communicates with wireless carriers in the United States about its products;

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obtains necessary PTCRB, Federal Communication Commission, and Underwriters Laboratory certifications for the Accused OnePlus '803 Products; and actively manages this sales channel into the United States through the use of channel managers. Further, Defendant advertises that the Accused OnePlus '803 Products have LTE-A connectivity and otherwise comply with the LTE-A standards, and provides the Accused OnePlus '803 Products for the advertised purpose of LTE-A communications by customers. *See, e.g.*, Appendix 1. Defendant's advertising also identifies the processors used in the Accused OnePlus '803 Products, which comply with the LTE-A standards. Further, Defendant provides instructional materials, training, and services for the use of LTE-A communications by customers. For example, the https://service.oneplus.com/global/user-manual website contains user manuals instructing users how to make telephone calls using telecommunications networks, which include LTE-A compliant networks.

Defendant also contributorily infringes the '803 Patent under 35 U.S.C. § 271(c) by offering to sell, selling, and importing into the United States the Accused OnePlus '803 Products, which are especially made or adapted for use in an infringement of the '803 Patent. The Accused OnePlus '803 Products include a chipset with LTE-A functionality (including processor and modem) that is not a staple article of commerce suitable for substantial non-infringing use, and indeed has no substantial non-infringing use. In particular, each of the Accused OnePlus '824 Products is advertised to be compliant with LTE-A and used for LTE-A communications. Further, the chipset used in the Accused OnePlus '803 Products contain hardware, software, and/or firmware that performs at least a portion of the claimed functionalities, as shown in Appendix 9, with no substantial non-infringing use.

C. P.R. 3-1(d): Literal Infringement and Infringement Under the Doctrine of Equivalents

Pursuant to P.R. 3-1(d), Pantech asserts that each element of each claim is literally present in each of the Accused Instrumentalities. To the extent any claim limitation is found not to be literally present, Pantech asserts that such limitation is present under the doctrine of equivalents in each of the Accused Instrumentalities. By asserting that a claim element may be present under the doctrine of equivalents, Pantech does not waive its right to assert literal infringement of that claim element. Additionally, information about infringement under the doctrine of equivalents is set forth in the attached claim charts at Appendices 1-9.

D. P.R. 3-1(e): Priority Based on Earlier Applications

Pursuant to P.R. 3-1(e), Pantech asserts that the patents-in-suit are entitled to claim priority to at least the following applications:

Asserted Patent	Priority Applications
'824 Patent	U.S. Patent Application No. 13/340,447, filed Dec. 29, 2011 U.S. Patent Application No. 12/347,352, filed on Dec. 31, 2008 KR 10-2008-0047656, filed on May 22, 2008 U.S. Provisional Application No. 61/018,492, filed on Jan. 1, 2008
'838 Patent	U.S. Patent Application No. 14/876,337, filed on Oct. 6, 2015 U.S. Patent Application No. 14/319,608, filed Jun. 30, 2014 U.S. Patent Application No. 12/238,910 filed Sep. 26, 2008 U.S. Provisional Application No. 60/975,985, filed on Sept. 28, 2007 U.S. Provisional Application No. 60/982,528, filed on Oct. 25, 2007 U.S. Provisional Application No. 61/018,999, filed on Jan. 4, 2008 U.S. Provisional Application No. 61/025,441, filed on Feb. 1, 2008 U.S. Provisional Application No. 61,038,576, filed on Mar. 21, 2008 U.S. Provisional Application No. 61/074,288, filed on Jun. 20, 2008 U.S. Provisional Application No. 61/083,409, filed on Jul. 24, 2008
'283 Patent	KR 10-2013-0037776, filed on April 5, 2013 PCT/KR2014/002939, filed on April 4, 2014
'573 Patent	KR-10-2013-0053408, filed on May 10, 2013 U.S. Patent Application No. 14/890,407, filed on Nov. 10, 2015 PCT/KR2014/004189, filed on May 9, 2014
'251 Patent	KR 10-2010-0077590, filed on August 11, 2010 KR 10-2010-0078536, filed on August 13, 2010 KR 10-2010-0098005, filed on October 7, 2010

	KR 10-2010-0098006, filed on October 7, 2010 U.S. Patent Application No. 14/547,112, filed on Nov. 18, 2014 U.S. Patent Application No. 13/816,182, filed on Feb. 8, 2013 PCT/KR2011/005919, filed on Aug. 11, 2011
'776 Patent	KR 10-2012-0030216, filed on March 23, 2012 U.S. Patent Application No. 14/626,047, filed Feb. 19, 2015 U.S. Patent Application No. 13/849,296, filed on Mar. 22, 2013
'372 Patent	KR 10-2010-0027782, filed on Mar. 29, 2010 PCT/KR2011/002159, filed on Mar. 29, 2011
'803 Patent	U.S. Patent Application No. 15/212,403, filed on Jul. 18, 2016 U.S. Patent Application No. 13/236,133, filed on Sep. 19, 2011 U.S. Patent Application No. 10/925,426, filed on Aug. 25, 2004 U.S. Provisional Application No. 60/497,747 filed on Aug. 25, 2003 U.S. Provisional Application No. 60/507,554 filed on Oct. 1, 2003 U.S. Provisional Application No. 60/508,797 filed on Oct. 3, 2003 U.S. Provisional Application No. 60/520,207 filed on Nov. 14, 2003 U.S. Provisional Application No. 60/585,174 filed on Jul. 2, 2004

Pantech further directs OnePlus to the patents themselves and the file histories, which contain information regarding the patents' priority dates.

The foregoing priority dates are based on information reasonably available to Pantech at this time. Pantech reserves the right to supplement these Infringement Contentions based on information developed in the course of this lawsuit through discovery or additional factual investigation, including through discovery of inventors and/or prosecution counsel of the patents-in-suit. Specifically, Pantech believes that discovery of the inventors and/or prosecution counsel may reveal evidence that the inventions claimed in the patents-in-suit were conceived prior to the priority dates based on applications set forth above. In such instance, Pantech reserves the right to supplement these contentions.

E. P.R. 3-1(f): Identification of Any Pantech Instrumentalities that Practice Claimed Inventions

Pursuant to P.R. 3-1(f), Pantech states that it is not presently aware of any of its own apparatuses, products, devices, processes, methods, acts, or other instrumentalities that practice the claimed inventions of the patents-in-suit.

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F. P.R. 3-1(g): Source Code

Pantech does not presently assert that any asserted claim element of the patents-in-suit is a software limitation. Software may be relevant to the infringement proof for each of the patents-in-suit, however, and Pantech reserves the right to request and rely upon software to prove infringement.

G. Document Production Accompanying Disclosure

Pursuant to P.R. 3-2, Pantech hereby discloses the following documents accompanying its Disclosure of Asserted Claims and Infringement Contentions that correspond to the following categories:

P.R. 3-2(a): Based on its reasonable search and investigation, Pantech states that it does not have any documents that fall within this category.

P.R. 3-2(b): Based on its reasonable search and investigation, Pantech states that it does not have any documents that fall within this category. Pantech may, however, seek such documentation through third-party discovery of inventors and/or prosecution counsel for the patents-in-suit.

P.R. 3-2(c): A copy of the file histories is being produced concurrently herewith at Bates Nos. PANTECH_ONEPLUSII0000233 through PANTECH_ONEPLUSII0004214.

Dated: November 27, 2024

By: *<u>/s/ James A. Fussell, III</u>*

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CERTIFICATE OF SERVICE

I hereby certify that on November 27, 2024, I caused a copy of PLAINTIFF PANTECH CORPORATION AND PANTECH WIRELESS, LLC'S PATENT RULE 3-1 AND 3-2 INFRINGEMENT CONTENTIONS to be served on counsel of record via e-mail and electronic repository Box.

Dated: November 27, 2024

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