

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

LONGITUDE LICENSING LIMITED and
138 EAST LCD ADVANCEMENTS
LIMITED,

Plaintiffs,

v.

BOE TECHNOLOGY GROUP CO., LTD., ET
AL.,

BOE TECHNOLOGY GROUP CO., LTD., ET
AL.,

Defendants.

No. 2:25-CV-00440-JRG-RSP
(LEAD CASE)

No. 2:25-CV-00358-JRG-RSP
(MEMBER CASE)

JURY TRIAL DEMANDED

BOE TECHNOLOGY GROUP CO., LTD'S FIRST AMENDED COUNTERCLAIMS¹

For its counterclaims against Longitude Licensing Limited ("Longitude"), 138 East LCD Advancements Limited ("138 East"), and IPValue Management Inc. (collectively, "Counterclaim-Defendants"), Counterclaim-Plaintiff BOE Technology Group Co., Ltd. ("Counterclaim-Defendant" or "BOE Technology") alleges as follows:

THE PARTIES

1. Counterclaim-Plaintiff BOE Technology is a corporation organized under the laws of China with a principal place of business at No. 12, Xihuanzhong Road, BDA, Beijing, 100176, P.R. China.

¹ These First Amended Counterclaims are operative only in the Lead Case captioned above (not the member case) and amend only the Counterclaims filed in the Lead Case (Dkt. 19).

2. Upon information and belief, and based on paragraph 6 of the Complaint as pled by Plaintiffs, Counterclaim-Defendant Longitude is a company registered in the Republic of Ireland with its principal place of business at Plaza 255, Suite 2A, Blanchardstown Corporate Park 2, Dublin 15, D15 YH6H, Ireland.

3. Upon information and belief, and based on paragraph 7 of the Complaint as pled by Plaintiffs, Counterclaim-Defendant 138 East is a company registered in the Republic of Ireland with its principal place of business at Plaza 255, Suite 2A, Blanchardstown Corporate Park 2, Dublin 15, D15 YH6H, Ireland.

4. Upon information and belief, Counterclaim Defendant IPValue Management, Inc. (“IPValue”) is a Delaware corporation with its principle place of business at 23880 Lakeside Dr #320, Santa Clara, CA 95054.

JURISDICTION AND VENUE

5. Counterclaims One through Six arise under the Patent Laws of the United States and the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.

6. Counterclaims Seven and Eight arise under the laws of the State of California, the effective governing law of the contract at issue.

7. This Court has jurisdiction over the subject matter of Counterclaims One through Six pursuant to 28 U.S.C. §§ 1331 and 1338(a) and the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. This Court has supplemental jurisdiction over the subject matter of Counterclaims Seven and Eight of this action pursuant to 28 U.S.C. § 1367, as these counterclaims are related to and arise out of the same case or controversy as the original action.

8. This Court has personal jurisdiction over Counterclaim-Defendants because Counterclaim-Defendants have availed themselves of the rights and privileges of this forum by

bringing this civil action in this judicial district. Counterclaim-Defendant IPValue is an affiliated company of both Longitude and 138 East. IPValue is a necessary party to Counterclaims Seven and Eight, which arise under the original jurisdiction of this Court.

9. Venue is proper in this judicial district under 28 U.S.C. §§1391(b) and 1391(c) at least because Counterclaim-Defendants Longitude and 138 East filed this civil action in this judicial district.

10. An actual, substantial, and continuing justiciable controversy exists between Counterclaim-Defendants and BOE Technology at least because Counterclaim-Defendants Longitude and 138 East have filed a Complaint against BOE Technology alleging infringement of the Longitude Patents. Specifically, the controversy concerns the noninfringement and invalidity of the Longitude Patents and the right of Counterclaim-Defendants to maintain suit for alleged infringement of the Longitude Patents as well as counterclaims arising from information that, based on public filings, was learned in discovery during Case 2:23-cv-00515-JRG-RSP (EDTX).

FACTUAL BACKGROUND

11. On April 25, 2025, Longitude and 138 East sued BOE Technology alleging infringement of the Longitude Patents (U.S. Patent Nos. 7,636,146; 8,319,512; and 8,391,020).

12. On November 18, 2014, BOE Technology and Epson entered into an agreement wherein BOE and Seiko Epson Corporation (“Epson”) cross-licensed various patents.

13. The BOE-Epson cross license agreement was subject to a mutual confidentiality and notice agreement.

14. While the BOE-Epson cross-license was still in effect, Epson assigned a portion of its LCD patent portfolio to 138 East, which, in turn, licensed the portfolio to Longitude. Upon

information and belief, the three patents asserted against BOE Technology in the Complaint are part of this family of patents.

15. Upon information and believe, before Epson assigned the patents described above, Longitude, through its affiliated company IPValue, conducted diligence on the Epson LCD portfolio, which included a review of Epson's then-existing licenses, including BOE's cross-license with Epson.

16. Despite the confidentiality and notice provisions in the BOE-Epson cross-license agreement, upon information and belief Epson divulged material terms of the BOE-Epson cross-license agreement to IPValue representatives during this diligence period, without acquiring the necessary prior written consent from BOE.

17. On April 25, 2025, Longitude sued BOE Technology alleging infringement of the Longitude Patents.

18. Upon information and belief, BOE Technology's outside counsel in a related lawsuit first learned of the breach of confidentiality of the cross-license provision in the BOE-Epson cross-license agreement on December 5, 2024, during a deposition of Counterclaim-Defendant Longitude's corporate witness in that related lawsuit between BOE Technology in the Eastern District of Texas (Case 2:23-cv-00515-JRG-RSP) (the '515 Litigation).

19. According to the redacted proposed Amended Answer filed by BOE in the '515 Litigation (Doc. No. 260-2, filed July 22, 2025) (the "Amended Answer"), on January 22, 2025, BOE Technology learned, during a deposition of Counterclaim-Defendant IPValue's corporate witness in the '515 Litigation, that Epson allowed an inspection of the BOE-Epson cross-license agreement by IPValue representatives in Japan.

20. According to the Amended Answer, the version of the BOE-Epson cross-license agreement reviewed by IPValue's representatives allegedly had payment amounts redacted.

21. According to the Amended Answer, the version of the BOE-Epson cross-license agreement reviewed by IPValue's representatives included, without redactions, confidential terms of the BOE-Epson cross-license agreement, such as the scope of the license granted in the agreement, the licensed patents, the licensed products, and the term and expiration date of the license.

22. According to the Amended Answer, IPValue's representatives were allegedly not allowed to take photographs or make copies of the partially redacted BOE-Epson cross-license agreement and were allegedly not allowed to remove the partially redacted version of the BOE-Epson cross-license agreement from the room in which they were reviewing it.

23. According to the Amended Answer, IPValue's representatives were allowed to take notes during their review of the BOE-Epson cross-license agreement, which they were allowed to retain.

24. Upon information and belief, as set forth in the transcript of a hearing before this Court in a related lawsuit between BOE and Longitude Licensing (Motion Hearing, p. 45:3-10, Civ Action No. 2:23-cv-515-JRG-RSP (May 9, 2025)), IPValue, in secret agreement and complicity with Epson, was allowed to inspect an allegedly redacted version of the BOE-Epson cross-license agreement in a room in Japan, take notes on it, retain those notes, and obtain confidential information from the inspection while the cross-license agreement (including the confidentiality and notice obligations contained therein) was still in force.

25. According to the Amended Answer, IPValue's corporate representative represented that the confidential information IPValue's representatives reviewed was

consistent with the scope of Schedule B to the eventual Epson-138 East Patent Purchase and Revenue Sharing Agreement.

26. Consequently, there is an actual case or controversy between the parties over the Asserted Patents.

**COUNT ONE:
(DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF U.S. PATENT NO.
7,636,146)**

27. BOE Technology restates and incorporates by reference the allegations in the preceding paragraphs in its Counterclaims.

28. Upon information and belief, on or about December 22, 2009, the United States Patent and Trademark Office (“USPTO”) issued U.S. Patent No. 7,636,146 (“the ’146 patent”) titled “Electro-Optical Panel, System with Terminals Having Different Corresponding Characteristics.” In this action, 138 East has pled it is the owner of the ’146 patent and Longitude has pled that it is the exclusive licensee of the ’146 patent.

29. Counterclaim-Defendants allege that the manufacture, use, offer for sale, sale, or importation of BOE Technology’s products infringe the ’146 patent, directly and indirectly.

30. By asserting claims against BOE Technology for infringement of the ’146 patent, Counterclaim-Defendants have created an actual, substantial, and continuing justiciable case or controversy regarding the infringement of the claims of the ’146 patent.

31. BOE Technology has not infringed, does not infringe, would not infringe, directly or indirectly, any valid or enforceable claim of the ’146 patent, either literally or under the doctrine of equivalents.

32. Under 28 U.S.C. §§ 2201 and 2202, Counterclaim-Plaintiff is entitled to a declaratory judgment that it has not infringed any valid and enforceable claim of the ’146 patent.

COUNT TWO: DECLARATORY JUDGMENT OF INVALIDITY OF THE '146 PATENT

33. BOE Technology restates and incorporates by reference the allegations in the preceding paragraphs in its Counterclaims.

34. Counterclaim-Defendants allege that the manufacture, use, offer for sale, sale, or importation of BOE Technology's products infringe the '146 patent, directly and indirectly. By asserting claims against BOE Technology for infringement of the '146 patent,

35. Counterclaim-Defendants have created an actual, substantial, and continuing justiciable case or controversy regarding the infringement of the claims of the '146 patent.

36. One or more of the claims of the '146 patent is invalid for failure to comply with one or more of the requirements for patentability set forth in Title 35 of the U.S. Code, including §§ 101, 102, 103, and/or 112.

37. Under 28 U.S.C. §§ 2201 and 2202, Counterclaim-Plaintiff is entitled to declaratory judgment that the claims of the '146 patent are invalid for failure to comply with one or more of the requirements for patentability set forth in Title 35 of the U.S. Code, including §§ 101, 102, 103, and/or 112.

**COUNT THREE:
(DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF U.S. PATENT NO. 8,319,512)**

38. BOE Technology restates and incorporates by reference the allegations in the preceding paragraphs in its Counterclaims.

39. Upon information and belief, on or about November 27, 2012, the USPTO issued U.S. Patent No. 8,319,512 ("the '512 patent") titled "Flexible Substrate Including Inspection Electrode for Outputting Signal Processed in Integrated Circuit, Electro-Optical Device, and

Electronic Device.” In this action, 138 East has pled it is the owner of the ’512 patent and Longitude has pled that it is the exclusive licensee of the ’512 patent.

40. Counterclaim-Defendants allege that the manufacture, use, offer for sale, sale, or importation of BOE Technology's products infringe the ’512 patent, directly and indirectly.

41. By asserting claims against BOE Technology for infringement of the ’512 patent, Counterclaim-Defendants have created an actual, substantial, and continuing justiciable case or controversy regarding the infringement of the claims of the ’512 patent.

42. BOE Technology has not infringed, does not infringe, would not infringe, directly or indirectly, any valid or enforceable claim of the ’512 patent, either literally or under the doctrine of equivalents.

43. Under 28 U.S.C. §§ 2201 and 2202, Counterclaim-Plaintiff is entitled to a declaratory judgment that it has not infringed any valid and enforceable claim of the ’512 patent.

**COUNT FOUR:
(DECLARATORY JUDGMENT OF INVALIDITY OF THE ’512 PATENT)**

44. BOE Technology restates and incorporates by reference the allegations in the preceding paragraphs in its Counterclaims.

45. Counterclaim-Defendants allege that the manufacture, use, offer for sale, sale, or importation of BOE Technology’s products infringe the ’512 patent, directly and indirectly.

46. By asserting claims against BOE Technology for infringement of the ’512 patent, Counterclaim-Defendants have created an actual, substantial, and continuing justiciable case or controversy regarding the infringement of the claims of the ’512 patent.

47. One or more of the claims of the ’512 patent is invalid for failure to comply with one or more of the requirements for patentability set forth in Title 35 of the U.S. Code, including §§ 101, 102, 103, and/or 112.

48. Under 28 U.S.C. §§ 2201 and 2202, Counterclaim-Plaintiff is entitled to declaratory judgment that the claims of the '512 patent are invalid for failure to comply with one or more of the requirements for patentability set forth in Title 35 of the U.S. Code, including §§ 101, 102, 103, and/or 112.

**COUNT FIVE:
(DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF U.S. PATENT NO.
8,391,020)**

49. BOE Technology restates and incorporates by reference the allegations in the preceding paragraphs in its Counterclaims.

50. Upon information and belief, on or about March 5, 2013, the United States Patent and Trademark Office ("USPTO") issued U.S. Patent No. 8,391,020 ("the '020 patent") titled "Electro-Optical Device, Electro-Optical Panel, and Electronic Apparatus." In this action, 138 East has pled it is the owner of the '020 patent and Longitude has pled that it is the exclusive licensee of the '020 patent.

51. Counterclaim-Defendants allege that the manufacture, use, offer for sale, sale, or importation of BOE Technology's products infringe the '020 patent, directly and indirectly.

52. By asserting claims against BOE Technology for infringement of the '020 patent, Counterclaim-Defendants have created an actual, substantial, and continuing justiciable case or controversy regarding the infringement of the claims of the '020 patent.

53. BOE Technology has not infringed, does not infringe, would not infringe, directly or indirectly, any valid or enforceable claim of the '020 patent, either literally or under the doctrine of equivalents.

54. Under 28 U.S.C. §§ 2201 and 2202, Counterclaim-Plaintiff is entitled to a declaratory judgment that it has not infringed any valid and enforceable claim of the '020 patent.

**COUNT SIX:
(DECLARATORY JUDGMENT OF INVALIDITY OF THE '020 PATENT)**

55. BOE Technology restates and incorporates by reference the allegations in the preceding paragraphs in its Counterclaims.

56. Counterclaim-Defendants allege that the manufacture, use, offer for sale, sale, or importation of BOE Technology's products infringe the '020 patent, directly and indirectly.

57. By asserting claims against BOE Technology for infringement of the '020 patent, Counterclaim-Defendants have created an actual, substantial, and continuing justiciable case or controversy regarding the infringement of the claims of the '020 patent.

58. One or more of the claims of the '020 patent is invalid for failure to comply with one or more of the requirements for patentability set forth in Title 35 of the U.S. Code, including §§ 101, 102, 103, and/or 112.

59. Under 28 U.S.C. §§ 2201 and 2202, Counterclaim-Plaintiff is entitled to declaratory judgment that the claims of the '020 patent are invalid for failure to comply with one or more of the requirements for patentability set forth in Title 35 of the U.S. Code, including §§ 101, 102, 103, and/or 112.

**COUNT SEVEN:
(TORTIOUS INTERFERENCE WITH CONTRACT)**

60. BOE Technology repeats and incorporates by reference the allegations in the preceding paragraphs in its Counterclaims.

61. The BOE-Epson cross-license agreement was a valid contract existing between BOE and Epson.

62. The BOE-Epson cross-license agreement is interpreted under the laws of the State of California.

63. Counterclaim-Defendant IPValue, on behalf of affiliates Longitude and 138 East, tortiously interfered with the performance of the BOE-Epson cross-license agreement during the term of that agreement.

64. Counterclaim-Defendant IPValue, on behalf of affiliates Longitude and 138 East, had actual knowledge of the existence of the BOE-Epson cross-license agreement.

65. Counterclaim-Defendant IPValue, on behalf of subsidiaries Longitude and 138 East, reviewed in Japan an allegedly partially redacted version of the BOE-Epson cross-license agreement prepared by Epson.

66. Counterclaim-Defendant IPValue's review of the allegedly partially redacted BOE-Epson cross-license agreement, on behalf of subsidiaries Longitude and 138 East, occurred during the term of the BOE-Epson cross-license agreement.

67. IPValue knew or had reason to know of the confidential nature of the BOE-Epson cross-license agreement based on the totality of the circumstances, including that IP Value is a sophisticated company that deals regularly in license agreements, and plainly understood or had reason to understand that the BOE-Epson cross-license agreement it was secretly inspecting in coordination with Epson was subject to confidentiality and notice obligations that constituted key provisions of the agreement.

68. On information and belief, Counterclaim-Defendant IPValue, on behalf of Longitude and 138 East, made commercial overtures to Epson designed to induce and disrupt the known contractual relationship between BOE and Epson, which overtures led to IPValue's direct participation in Epson's actual breach of the BOE-Epson cross-license agreement by reviewing the confidential cross-license agreement without written consent from BOE Technology.

69. Counterclaim-Defendants' intention to breach the BOE-Epson cross-license agreement also may be inferred by the totality of the circumstances, including, but not limited to, the secrecy of IPValue's review reflecting knowledge of and intent to conceal Epson's failure to obtain written consent from BOE Technology in breach of the terms of the BOE-Epson cross-license agreement; IPValue, as a sophisticated patent-assertion entity, knew that there would be confidentiality and notice obligations in the cross-license agreement which would preclude IPValue's review of the BOE-Epson cross-license but nonetheless proceeded with secret review of the license in order to advance its commercial interest in attempting to acquire and monetize the patents subject to the BOE-Epson cross-license; that portions of the BOE-Epson cross-license agreement were allegedly redacted from the version reviewed by IPValue, which provided additional notice to a sophisticated patent-assertion entity like IPValue that it was reviewing the license in contravention of confidentiality and notice provisions yet IPValue nonetheless proceeded with the illicit review and resulting acquisition of the Epson LCD portfolio; that IPValue's representatives were not allowed to make copies or take photographs of the partially redacted BOE-Epson cross-license agreement which provided additional confirmation that IPValue's review was not authorized and represented a breach of Epson's obligations; that IPValue's representatives were not allowed to remove the partially redacted BOE-Epson cross-license agreement from the room in which they reviewed it, providing further notice to IPValue that its review represented a breach of the license; that IPValue is a well-known patent assertion entity, and thus knew that performing a secret and unauthorized review of the BOE-Epson cross-license would provide IPValue commercial advantage by preventing competition in its bid to purchase the Epson LCD portfolio; and that IPValue intended to, and did in fact, bring suit in furtherance of its patent monetization efforts through its subsidiaries Longitude and 138 East

against BOE Technology based on patents included in the Epson LCD portfolio that it obtained as a direct result of intentional inducement and encouragement of, and direct participation in, Epson's breach of the BOE-Epson cross-license.

70. But for the disruption resulting from the secret breach of the BOE-Epson cross-license agreement by Epson at the instigation of IPValue on behalf of its subsidiaries, BOE Technology could have objected to Epson showing confidential material terms of the cross-license agreement to IPValue or insisted on protective conditions.

71. Also, but for the disruption resulting from the secret breach of the BOE-Epson cross-license agreement by Epson at the instigation of IPValue on behalf of its subsidiaries, BOE Technology could have immediately pursued a business solution with Epson, such as negotiating an extension of its license agreement with Epson or offering to purchase the Epson LCD portfolio for more than IPValue was offering, to avoid becoming a target of IPValue's patent assertion enterprise.

72. BOE Technology was deprived of the above-stated business opportunities because of Epson's breach of contract, which was knowingly instigated and facilitated by IPValue's tortious interference.

73. BOE Technology has sustained harm and actual damages as a result of Counterclaim Defendants' intentional interference with the BOE-Epson cross-license agreement, including, but not limited to, the loss of business opportunities and profits including, but not limited to, the opportunity to negotiate an extension of the BOE-Epson cross-license prior to disclosure of the license or its terms to any hostile third party such as IPValue; business disruption including, but not limited to, disruption caused by defending a lawsuit in a foreign country on patents that BOE should have had an exclusive opportunity to license (or seek a

license to) under the express terms of the BOE-Epson cross-license; intangible losses due to reputational harm and loss of goodwill associated with defending allegations (in three lawsuits) alleging breach of patents that BOE Technology have had first opportunity to license (or attempt to license) but for IPValue's intentional inducement of Epson to breach the BOE-Epson cross-license terms; out-of-pocket expenses and loss of business value associated with all of the foregoing; attorneys' fees expended due to all the foregoing; and foreseeable consequential damages from harm to customer relationships as well as lost business opportunities resulting from allocation of capital to litigation that could have been deployed in positive business investments.

**COUNT EIGHT:
(TORTIOUS CONSPIRACY TO INTERFERE WITH CONTRACT)**

74. BOE Technology repeats and incorporates by reference the allegations in the preceding paragraphs in its Counterclaims.

75. BOE Technology has set forth, in paragraphs 59-73, *supra*, a claim for tortious interference with contract.

76. Counterclaim-Defendants Longitude and 138 East, by and through their parent company IPValue, conspired with Epson to breach the BOE-Epson cross-license agreement.

77. Despite the confidentiality and written-consent requirements of the BOE-Epson cross-license agreement, Epson failed to provide any notice to (much less seek written consent from) BOE before divulging confidential and materials terms of that agreement to IPValue's representatives.

78. Despite knowing or having reason to know of the confidential nature of the BOE Epson cross-license agreement, Counterclaim-Defendant IPValue, on behalf of subsidiaries

Longitude and 138 East, nonetheless conducted a review of confidential terms of the BOE-Epson cross-license agreement.

79. As set forth in paragraph 73, *supra*, BOE Technology has sustained harm and damages as a result of the Counterclaim-Defendants' tortious conduct, including, but not limited to, the loss of business opportunities, damage to good will and brand, consequential damages due to the lost exclusive opportunity to license; business disruption, diminished value of contractual rights and business relationships, reputational harm, out-of-pocket expenses, attorneys' fees, and lost investment opportunities.

PRAYER FOR RELIEF

WHEREFORE, BOE Technology respectfully requests that judgement be entered in its favor as follows:

A. For the Complaint to be dismissed, with prejudice, and Plaintiffs' requests for relief be denied entirely.

B. For a declaration that the claims of U.S. Patent Nos. 7,636,146; 8,319,512; and 8,391,020 are invalid, unenforceable, and/or not infringed.

C. For the Plaintiffs to be preliminarily and permanently enjoined from asserting that BOE, or its officers, agents, representatives, stockholders, and/or customers, have infringed or are infringing any of the claims of the Longitude Patents.

D. For Plaintiffs to be preliminarily and permanently enjoined from bringing suit against BOE, or their officers, agents, representatives, stockholders, and/or customers, for infringement of any of the Longitude Patents.

E. For a declaration that this case is an exceptional case under 35 U.S.C. § 285 and that BOE be awarded its attorneys' fees, costs, and other expenses incurred in this action.

F. For an award of damages resulting from Plaintiffs and Counterclaim-Defendants' tortious interference with contract and tortious conspiracy to interfere with contract due to their intentional breach of the BOE-Epson cross-license agreement.

G. For BOE Technology to be awarded such other and further relief as the Court may deem just and proper.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38, BOE Technology demands a trial by jury on all issues triable of right by a jury.

RESERVATION OF RIGHTS

In filing these Counterclaims, BOE Technology has not knowingly or intentionally waived any applicable defenses. BOE Technology reserves the right to assert and rely upon any other applicable counterclaims or defenses that may become available or apparent during the course of this action. BOE Technology reserves the right to amend or seek to amend its Counterclaims.

Dated: October 14, 2025

Respectfully submitted,

/s/ Kristopher L. Reed

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ATTORNEYS FOR DEFENDANT, BOE
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CERTIFICATE OF SERVICE

I hereby certify that the foregoing First Amended Counterclaims was served on all counsel of record via ECF on October 14, 2025.

/s/ Kristopher L. Reed

Kristopher L. Reed