

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

ONE-E-WAY, INC., Plaintiff, v. DELL TECHNOLOGIES INC., AND DELL, INC Defendants.	Civil Action No. 1:24-cv-01558-RP (LEAD) JURY TRIAL DEMANDED
ONE-E-WAY, INC., Plaintiff, v. ANKER INNOVATIONS LTD. Defendant.	Civil Action No: 1:24-cv-01559-RP JURY TRIAL DEMANDED
ONE-E-WAY, INC., Plaintiff, v. SAMSUNG ELECTRONICS CO., LTD. AND SAMSUNG ELECTRONICS AMERICA, INC., Defendants.	Civil Action No: 1:24-cv-01561-RP JURY TRIAL DEMANDED

**DEFENDANTS SAMSUNG ELECTRONICS CO., LTD AND SAMSUNG
ELECTRONICS AMERICA, INC.'S MOTION TO DISMISS PLAINTIFF'S FIRST
AMENDED COMPLAINT PURSUANT TO FED. R. CIV. P. 12(b)(6)**

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A	U.S. Patent No. 10,129,627
B	U.S. Patent No. 10,468,047
C	U.S. Patent No. 9,107,000
D	Redline Comparison of Original Complaint (Dkt. 1, Civ. No. 24-cv-1561) with First Amended Complaint (Dkt. 58, Civ. No. 24-cv-1558)
E	<i>One-E-Way, Inc. v. Apple Inc.</i> , No. 2:20-cv-06339-JAK-GJS, Dkt. 22 (C.D. Cal. Sept. 15, 2020)
F	<i>One-E-Way, Inc. v. Apple Inc.</i> , No. 2:20-cv-06339-JAK-GJS, Dkt. 86 (C.D. Cal. Mar. 9, 2022)
G	<i>One-E-Way, Inc. v. Apple Inc.</i> , No. 2:20-cv-06339-JAK-GJS, Dkt. 95-5 (C.D. Cal. Apr. 21, 2022)
H	June 10, 2007 Applicant Arguments and Remarks Regarding U.S. Patent Application No. 10/648,012
I	September 20, 2007 Applicant Arguments and Remarks Regarding U.S. Patent Application No. 10/648,012
J	December 22, 2007 Appeal Brief Filed by Applicant Regarding U.S. Patent Application No. 10/648,012
K	April 29, 2008 Applicant Arguments and Remarks Regarding U.S. Patent Application No. 10/648,012
L	<i>In the Matter of Certain Wireless Headsets</i> , Inv. No. 337-TA-943, USITC Pub. 3044 (Dec. 4, 2014)
M	<i>In the Matter of Certain Wireless Headsets</i> , Inv. No. 337-TA-943, Order No. 12 (July 24, 2015)
N	<i>One-E-Way, Inc. v. Apple Inc.</i> , No. 2:20-cv-06339-JAK-GJS, Dkt. 95-3 (C.D. Cal. Apr. 21, 2022)
O	<i>One-E-Way, Inc. v. Apple Inc.</i> , No. 2:20-cv-06339-JAK-GJS, Dkt. 95 (C.D. Cal. Apr. 21, 2022)
P	Bluetooth Core Specification, Version 5.0
Q	Bluetooth Core Specification, Version 1.0 B
R	<i>One-E-Way, Inc. v. Apple Inc.</i> , No. 2:20-cv-06339-JAK-PD, Dkt. 42 (C.D. Cal. Dec. 4, 2020)
S	<i>One-E-Way, Inc. v. Apple Inc.</i> , No. 2:20-cv-06339-JAK-PD, Dkt. 34-1 (C.D. Cal. Oct. 15, 2020)
T	<i>One-E-Way, Inc. v. Apple, Inc.</i> , No. 22-2020, Dkt. 34 (Fed. Cir. Aug. 28, 2023)

Defendants Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. (collectively “Samsung”) respectfully move to dismiss the First Amended Complaint (Dkt. 58, the “FAC”) filed by Plaintiff One-E-Way, Inc. (“OEW” or “Plaintiff”) pursuant to Federal Rule of Civil Procedure 12(b)(6) for failure to state a claim upon which relief can be granted.

I. INTRODUCTION

After five-weeks and two requested extensions, Plaintiff has offered no opposition to Samsung’s original motion to dismiss. Dkt. 34. Instead, OEW filed its FAC on June 17, 2025, reasserting the same three patents in the same manner—alleging infringement based on “compliance with versions of the Bluetooth standard.” *Compare* Dkt. 1, ¶ 21 (Civ. No. 24-cv-1561) *with* Dkt. 58, ¶ 24 (Civ. No. 24-cv-1558).^{1,2} The FAC does not address any of the fundamental flaws raised in Samsung’s previous motion. Notably, it still fails to apply the binding claim construction of “unique user code,” which is fatal to its infringement case.

As explained previously, OEW’s Bluetooth-based infringement theory hinges on its assertion that Bluetooth-compatible devices satisfy the “unique user code” limitation required by every claim of the Asserted Patents. But that theory has been litigated—and rejected—numerous times. In 2015, the ITC construed “unique user code” to mean “fixed code (bit sequence) specifically associated with one user of a device(s).” Later, in *One-E-Way, Inc. v. Apple Inc.*, the Central District of California granted summary judgment of noninfringement, holding that Bluetooth-compatible devices use “device codes” that are “user-agnostic,” and cannot meet the “unique user code” requirement. The Federal Circuit affirmed, *One-E-Way, Inc. v. Apple Inc.* (*Apple Case*), 2022 WL 2564002, at *9 (C.D. Cal. June 15, 2022), *aff’d*, *One-E-Way, Inc. v. Apple*

¹ U.S. Patent Nos. 10,129,627 (the “’627 patent”) (Ex. A), 10,468,047 (the “’047 patent”) (Ex. B), and 9,107,000 (the “’000 patent”) (Ex. C) (collectively, the “Asserted Patents”). All exhibits referenced herein are attached to the Declaration of Jeffrey R. Colin.

² Attached as Exhibit D is a redline comparison of the Complaint and FAC.

Inc. (Apple Appeal), 2023 WL 5199501 (Fed. Cir. Aug. 14, 2023) (collectively, the “*Apple Litigations*”).

Despite that binding outcome, OEW now asserts the same legal theory against Samsung, again alleging that Bluetooth-compatible products infringe the Asserted Patents. Dkt. 58, ¶¶ 25-26, 48-49. Yet the FAC pleads no new facts and offers no alternative theory to support a plausible claim of infringement based on Bluetooth compatibility. Both the Central District of California and the Federal Circuit have found that the Bluetooth standard uses device-specific—not user-specific—codes, and therefore cannot meet the “unique user code” limitation required by the controlling claim construction. That construction was dispositive of noninfringement in the *Apple Litigations* and is equally dispositive here. Because OEW’s theory has been rejected as a matter of law, OEW is collaterally estopped from relitigating it. Moreover, because no amendment could cure this fundamental legal flaw—and because OEW didn’t even attempt to address this issue in the FAC—leave to amend again would be futile and should be denied.

Rather than address the defects in its Bluetooth allegations, the FAC pivots to a *new*, second theory of infringement—this time based on Wi-Fi Direct—in an attempt to avoid estoppel. But the Wi-Fi Direct-based theory has the same fatal deficiency as OEW’s Bluetooth allegations. The FAC alleges that the claimed “unique user code” is met by the “Device Name.” Yet a device name—as the name itself suggests—is simply an identifier for a *device*, not a code “specifically associated with one *user* of a device.” Dkt. 58, ¶ 38. Moreover, the very evidence OEW cites in the FAC confirms that the “Device Name” is “*non-unique* information,” (*id.*), further undermining its position. OEW’s own allegations thus establish that the Device Name cannot satisfy the “unique user code” limitation. Because OEW’s infringement claims are “not even possible, much less plausible,” *Bot M8 LLC v. Sony Corp. of Am.*, 4 F.4th 1342, 1354 (Fed. Cir. 2021), the FAC should

be dismissed with prejudice.

II. BACKGROUND

A. The Asserted Patents

OEW alleges infringement of the '627 patent, '047 patent, and '000 patent. Dkt. 58, ¶¶ 14-17. All three patents are part of the same family, share a common specification, and purport to claim priority to U.S. Application No. 10/648,012 (the "'012 App."), filed December 21, 2001. *Id.* at ¶ 16. The Asserted Patents have all expired. *Id.* at ¶ 18.

Every claim of the Asserted Patents requires a "unique user code." That term is central to this Motion because OEW's infringement theories depend on the allegation that Bluetooth- and Wi-Fi-compatible devices necessarily meet that limitation. But as discussed below, courts have rejected the theory that a *device name or device identifier* is a "unique user code."

Claim 8 of the '047 Patent³ is representative of the "receiver" claims asserted by OEW:

8. A portable spread spectrum audio receiver *configured to receive and store a unique user code*, ... said portable spread spectrum audio receiver configured to:

use independent code division multiple access communication and said *unique user code* to communicate with only said spread spectrum transmitter during a wireless connection ...

Ex. B at 5:51-61.⁴ Likewise, Claim 17 of the '047 patent is representative of the "transmitter" claims asserted by OEW:

17. A portable spread spectrum audio transmitter coupled to a music audio source, said transmitter *configured to transmit a unique user code* and wireless modulation transmissions representative of an audio signal representation, said portable spread spectrum audio transmitter configured to:

³ In OEW's case against Apple, the parties agreed that the preambles of claims 1, 8 and 17 of the '047 patent are limiting, as well as claims 1, 3 and 5 of the '627 patent. *See* Ex. F, *One-E-Way, Inc. v. Apple Inc.*, No. 2:20-cv-06339-JAK-GJS, Dkt. 86 at 8 (C.D. Cal. Mar. 9, 2022).

⁴ Emphasis added unless otherwise noted.

Ex. B at 6:46-51. The common specification of the Asserted Patents discloses that the “unique user code” is a codeword specific to a *particular user* of a device. For example:

The battery powered transmitter 20 may contain a code generator 44 that may be used to create a unique user code. The *unique user code* generated is *specifically associated with one wireless digital audio system user, and it is the only code recognized by the battery powered headphone receiver 50 operated by a particular user*. Ex. C at 2:56-61.

B. The Prosecution History Distinguishes Between “User Code” and “Device Code”

During prosecution of the '012 App., OEW repeatedly distinguished prior art by arguing that its invention used *user* codes rather than *device* codes:

- **Schotz:** “These codes are assigned to specific devices for a single household—not individual users. As such, the Schotz code may be properly deemed a ‘device code’ as opposed to a ‘user code’ as in the present invention.” Ex. G at 15;
- **Lindemann:** “The system does not transmit ‘music’ with a ‘unique user code bit sequence.’ At best, [it] does not require ‘a unique user code bit sequence.’” Ex. H, 6/10/2007 Response to Office Action at 19;
- **Lavelle:** “Lavelle does not teach a unique user code, as claimed. . . . [the] code is designed to change. Thus, Lavelle codes are not a ‘unique’ user code.” Ex. I, 9/20/2007 Response to Office Action at 29;
- **Lindemann:** “Lindemann . . . does not discuss utilization and capture of unique user codes to select between multiple RF signals.” Ex. J, 12/22/2007 Appeal Brief at 29;
- **The present invention:** [T]he unique user codeword specific to a particular user is detected out of other code words . . . prior to spread spectrum demodulation (See Continuation ¶ [0010]).” Ex. K, 4/29/2008 Response to Office Action at 25-26.

This prosecution history uniformly confirms that OEW’s claimed invention requires *user-specific codes*, not user-agnostic device identifiers.

C. The ITC Construed “Unique User Code” to Exclude Device Codes, Contrary to OEW’s Current Theories

In December 2014, OEW filed an ITC action against multiple providers of Bluetooth audio

devices, alleging infringement of two patents related to the Asserted Patents.⁵ The ITC construed the term “unique user code” to mean a “fixed code (bit sequence) specifically associated with one user of a device(s).”⁶ The Administrative Law Judge emphasized that:

[M]y construction makes clear the fixed code is associated with ‘*one user (of a device(s))*’ and not a ‘*user’s device*.’ . . . I do not find the intrinsic evidence supports One-E-Way’s originally proposed construction.

Ex. M at 37. OEW did not appeal this claim construction. Courts may consider and give persuasive weight to ITC claim construction rulings, particularly where, as here, the construction involves the same term in a related patent asserted by the same patentee. *See Texas Instruments Inc. v. Cypress Semiconductor Corp.*, 90 F.3d 1558, 1569 (Fed. Cir. 1996).

D. Apple Held Bluetooth Products Do Not Infringe the “Unique User Code” Limitation

In 2020, OEW sued Apple in the Central District of California, alleging infringement of three patents—two of which are asserted here (the ’627 and ’047 patents)—based on Apple’s “Bluetooth compatible wireless audio products.” Ex. E, *One-E-Way, Inc. v. Apple Inc.*, No. 2:20-cv-06339-JAK-GJS, Dkt. 22 at ¶¶ 18-20 (C.D. Cal. Sept. 15, 2020)

As in this case, OEW grouped the accused Apple products into receiver and transmitter products. Ex. E, ¶¶ 34,50. OEW’s theory in the *Apple Case*, just as here, relied on the assertion that the Bluetooth specification’s use of a Bluetooth device address (BD_ADDR) and access code satisfies the “unique user code” requirement. For example, OEW asserted that the accused products met this limitation by using a Bluetooth access code and a Bluetooth device address:

- “They receive a *unique user code* . . . for example as indicated in the Bluetooth specification, by receiving and using a Bluetooth access code and device address in frequency-hopping communication to receive packets that include data representing audio

⁵ Ex. L, *In the Matter of Certain Wireless Headsets*, Inv. No. 337-TA-943, USITC Pub. 3044 (Dec. 4, 2014).

⁶ Ex. M, *In the Matter of Certain Wireless Headsets*, Inv. No. 337-TA-943, Order No. 12 at 39 (July 24, 2015).

information. *Id.* at ¶ 38;

- “They transmit a *unique user code* . . . for example *as indicated in the Bluetooth specification, by transmitting and using a Bluetooth access code and device address* in frequency-hopping communication to transmit packets that include data representing audio information.” *Id.* at ¶ 51.

OEW’s Infringement Contentions in the *Apple Case* confirmed OEW was arguing the “unique user code” is met by the Bluetooth specification, including, the Bluetooth device address (BD_ADDR) and the Bluetooth access code, which is derived from the Bluetooth device address.⁷

During claim construction, OEW and Apple agreed to adopt the ITC’s construction of “unique user code” as a “fixed code (bit sequence) *specifically associated with one user of a device(s)*,” not merely associated with one or more devices. Ex. F at 8. The court found the agreed upon construction to be “accepted and [] binding.” *Id.* at 9.

Following that order, Apple moved for summary judgment of noninfringement, arguing that the Bluetooth specification did not meet the “unique user code” limitation under the agreed construction.⁸ Apple showed that OEW’s contentions pointed to portions of the Bluetooth specification referencing BD_ADDR and its derivatives (DAC, CAC, and IAC), all of which are specific to devices not users. Ex. O at 4-6. Because these Bluetooth identifiers are “device codes,” Apple argued they could not meet the “unique user code” limitation. *Id.* at 6-14.

The district court agreed, granting summary judgment of noninfringement. It held that Bluetooth identifiers are “*user-agnostic*,” and thus “*device specific*,” concluding that there was “no genuine dispute that the accused products do not infringe the ‘unique user code’ limitation

⁷ Ex. N at 79, *One-E-Way, Inc. v. Apple Inc.*, No. 2:20-cv-06339-JAK-GJS, Dkt. 95-3 (C.D. Cal. Apr. 21, 2022).

⁸ Ex. O, *One-E-Way, Inc. v. Apple Inc.*, No. 2:20-cv-06339-JAK-GJS, Dkt. No. 95 (C.D. Cal. April 21, 2022).

found in the Asserted Claims.” *Apple Case*, 2022 WL 2564002, at *9. To distinguish Bluetooth-compatible devices, the court gave the following example of a “unique user code”:

For example, a user “pairs” the transmitter and receiver of the claimed system only when the user provides identifying information to both the receiver and transmitter. This may be implemented using a username and password *associated with a particular user*. This would cause the system to generate a “unique user code” based on that information.

Id. at *8. The Federal Circuit similarly found that compliance with Bluetooth did not infringe:

[T]he “unique user code” is associated with one user of a device, and not the device itself. ... Apple’s accused Bluetooth-compliant devices do not infringe under such construction....

Apple Appeal, 2023 WL 5199501, at *3. The noninfringement ruling in the *Apple Litigations* hinged on the construction of the term “unique user code,” and whether Bluetooth-compatible devices meet that limitation. Neither court imposed any limitations on the version of the Bluetooth specification or on Apple’s specific implementation of Bluetooth. Instead, both held as a matter of law that Bluetooth compatible devices do not meet the “unique user code” limitation of the asserted patents based on the plain text of the Bluetooth specification. Taken together, these rulings across multiple tribunals confirm that OEW’s core infringement theory—equating Bluetooth device codes with “unique user codes”—has been rejected as a matter of law and should be rejected here.

E. OEW’s Bluetooth-Based Theory Repeats the Same Rejected Infringement Allegations Against Samsung

OEW accuses Samsung’s Bluetooth receiver and transmitter products of infringing the Asserted Patents. Dkt. 58, ¶¶ 25, 48. As in the *Apple Case*, OEW relies on compliance with the Bluetooth specification—rather than any specific aspect or implementation unique to the accused Samsung products—as the basis for infringement. Specifically, OEW alleges that Samsung’s “Bluetooth-compatible products” “transmit a unique user code, e.g., BD_ADDR and unique user-friendly name (‘UFN’), to a digital audio spread spectrum” receiver or transmitter, respectively,

“during, e.g., device discovery, pairing, and/or audio streaming.” *Id.* at ¶¶ 27-28, 50-51.

But the very portions of the Bluetooth specification cited by OEW confirm that these identifiers are *device-related, not user-specific*. The Bluetooth specification states that:

- “The *Bluetooth device name* is the *user-friendly name* that a Bluetooth device *exposes to remote devices*.”⁹ *Id.* at ¶ 27.
- “The *BD_ADDR* command parameter is *used to identify the device* for which *the user-friendly-name is to be obtained*.” *Id.*

To bolster its allegations, OEW also cites a United Kingdom website stating, “*Your device has a name* that will be visible when connecting via Bluetooth” and notes that users can rename the device. *Id.* at ¶ 28. But, once again, this user-assigned name is still associated with the *device* and Bluetooth *device address*, not with a particular user as required by the claim construction.

These are the same device identifiers set forth in the Bluetooth specification that OEW relied on in the *Apple Case* and they were already found insufficient to meet the “unique user code” limitation. By once again pointing to *device identifiers and names* as the alleged “unique user code,” OEW repeats a theory that has been expressly rejected by multiple courts.

F. OEW’s Wi-Fi Direct-Based Theory has the Same Flaw

The FAC adds a new theory of infringement by accusing Wi-Fi receiver and transmitter products of infringing the Asserted Patents based on their compliance with Wi-Fi Direct—rather than any aspect or implementation unique to the accused Samsung products. *Id.* at ¶¶ 25, 48. Specifically, OEW alleges that Samsung’s “WiFi Direct-compatible products” receive a unique user code, “unique ‘friendly name’” from a digital audio spread spectrum transmitter during, e.g.,

⁹ While the “user-friendly name” contains the word “user,” it is the name for the Bluetooth *device* without regard to who is using that device. Even though a user may change the Device Name, it is still just a name “assigned to the device.” *Apple Appeal*, 2023 WL 5199501, at *3. Whether Samsung or a user names the device, it is not a code “specifically associated with one user of a device.”

device discovery, pairing, and/or audio streaming. *Id.* at ¶¶ 37-38, 57-58. According to the FAC, this “friendly name” is a “Device Name.” *Id.* at ¶ 50.

But the very portions of the Wi-Fi Direct specification cited by OEW confirm that this identifier is *device-related*, *not user-specific*, and *non-unique*:

- “Device Discovery facilitates two P2P Devices arriving on a common channel and exchanging *device information* (e.g., *device name* and device type).” *Id.* at ¶ 58.
- “Device Discovery (and optional Service Discovery) is intended to determine which P2P Devices may attempt to connect. Device section may be based on *non-unique information*, e.g., *Device Name*, which potentially introduces ambiguity in the process.” *Id.*

Similar to its Bluetooth allegations, OEW notes that a user can modify the Device Name. *Id.* at ¶¶ 28, 51. But assigning a non-unique name to a device is not a codeword specifically associated with a particular user.

G. OEW’s Identification of Additional Accused Devices

The FAC also identifies several additional Accused Receiver Products including projectors, smartphones, “[t]elevisions and other audiovisual products” and “[s]oundbars and home audio systems.” Dkt. 58, ¶ 25. OEW also supplemented its definition of Accused Transmitter Products to include projectors and “[t]elevisions and other audiovisual products.” *Id.* at ¶ 48.

III. LEGAL STANDARD

A. Motion to Dismiss for Failure to State a Claim

To survive a motion to dismiss under Rule 12(b)(6), “a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citations omitted). “Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.” *Id.* Courts are “not bound to accept as true a legal conclusion couched as a factual allegation.” *Id.* Moreover, “factual

allegations must be enough to raise a right to relief above the speculative level.” *Estech Sys. v. Regions Fin. Corp.*, 2020 WL 6324321, at *1 (W.D. Tex. Oct. 28, 2020).

Accordingly, a plaintiff cannot assert a plausible claim for infringement “by reciting the claim elements and merely concluding that the accused product has those elements.” *Mullen Indus. LLC v. Meta Platforms, Inc.*, 2024 WL 5396869, at *2 (W.D. Tex. Nov. 14, 2024) (quoting *Bot M8 LLC v. Sony Corp. of Am.*, 4 F.4th 1342, 1352 (Fed. Cir. 2021)). “There must be some factual allegations that, when taken as true, articulate why it is plausible that the accused product infringes the patent claim.” *Id.*

B. Collateral Estoppel

“Collateral estoppel protects a party from having to litigate issues that have been fully and fairly tried in a previous action and adversely resolved against a party-opponent.” *Grecia Estate Holdings LLC v. Meta Platforms, Inc.*, 605 F. Supp. 3d 905, 910 (W.D. Tex. 2022) (citation omitted). Whether to apply collateral estoppel may be decided at the Rule 12(b)(6) stage. *Grecia Estate*, 605 F. Supp. 3d at 910 (citations omitted).

Procedural questions over the application of collateral estoppel are governed by regional circuit law, while questions involving substantive patent issues are governed by Federal Circuit law. *SmileDirectClub, LLC v. Candid Care Co.*, 2021 WL 3598287, at *2 (W.D. Tex. July 1, 2021) (citing *Soverain Software LLC v. Victoria’s Secret Direct Brand Mgmt., LLC*, 778 F.3d 1311, 1314 (Fed. Cir. 2015)). Collateral estoppel applies when: “(1) the identical issue was previously adjudicated; (2) the issue was actually litigated; (3) the previous determination was necessary to the decision; and (4) the party being precluded from relitigating the issue was fully represented in the prior action.” *Kroy IP Holdings, LLC v. Groupon, Inc.*, 127 F.4th 1376, 1380 (Fed. Cir. 2025) (internal quotations and citations omitted).

IV. ARGUMENT

A. OEW’s Bluetooth-Based Theory Does Not Plausibly State a Claim for Infringement of the Asserted Patents in View of the *Apple Litigations*

The Bluetooth-based allegations in the FAC should be dismissed because they fail to plausibly allege that Samsung infringes the Asserted Patents. Under the *Twombly/Iqbal* standard, a complaint must provide sufficient factual matter to allow the Court to draw a reasonable inference that the defendant is liable for the alleged misconduct. Here, OEW’s Bluetooth-based allegations rest on the claim that Samsung’s Bluetooth-compatible devices satisfy the “unique user code” limitation by using the Bluetooth device address (BD_ADDR) and user-friendly name (UFN). Dkt. 58, ¶¶ 27-28, 50-51. That theory is not only implausible—it has been rejected by multiple courts.

In the *Apple Case*, the court construed “unique user code” to mean “a fixed code (bit sequence) specifically associated with one user of a device(s),” and held that Bluetooth identifiers such as BD_ADDR and UFN are “user-agnostic” and do not meet this limitation. *Apple Case*, 2022 WL 2564002, at *9. The Federal Circuit affirmed, emphasizing that the “***unique user code is associated with one user of a device and not the device itself.***” *Apple Appeal*, 2023 WL 5199501, at *2.

As a result, to plausibly plead infringement here, OEW must allege that Samsung’s devices use a code that is specifically associated with a ***user***—not merely a ***device***. OEW does not do so. Despite this issue being raised in Samsung’s previous motion, the FAC contains no allegations that either BD_ADDR or UFN is “specifically associated with one user of a device(s).” Nor does it allege that Samsung’s implementation of Bluetooth differs in any way from Apple’s such that a different result be warranted here.

Instead, OEW merely recycles the same failed theory from the *Apple Litigations*, alleging that “[t]he receivers of the Accused Receiver Products receive a unique user code, e.g., BD_ADDR

and *unique user-friendly name* (*‘UFN’*), from a digital audio spread spectrum transmitter during, e.g., device discovery, pairing, and/or audio streaming.” Dkt. 58, ¶¶ 27-28, 50-51. But as the Federal Circuit has held, identifiers set forth in the Bluetooth specification are *device codes*, not *user codes*, and therefore cannot satisfy the claim limitation as construed.

1. “BD_ADDR” Does not Plausibly Meet the “Unique User Code” Limitation

OEW’s reliance on the Bluetooth device address (“BD_ADDR”) fails to plausibly allege infringement because BD_ADDR is a *device identifier*, not a *unique user code*. Indeed, the FAC concedes this fact by quoting the Bluetooth Specification which states that “[t]he BD_ADDR command parameter is used to *identify the device*.” Dkt. 58, ¶ 27. The specification also states that BD_ADDR is the “*device Address ... used to identify a Bluetooth device*.”¹⁰

BD_ADDR	The Bluetooth device Address, BD_ADDR, is used to identify a Bluetooth device.
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Thus, the FAC’s reliance on BD_ADDR fails to adequately allege that the unique user code limitation has been met.

This is the same theory OEW previously advanced—and lost—in the *Apple Case*. OEW previously alleged that the BD_ADDR was a “unique user code” because access codes used in Bluetooth communications are derived from the device’s BD_ADDR,¹¹ specifically contending:

“Each Accused Receiver Device is configured to receive a unique user code ... All access codes are derived from the LAP of a device address or an inquiry address. The device access code . . . shall be derived from the paged device’s BD_ADDR.” Ex. N at 79.

* * *

“Each Bluetooth device shall be allocated a unique 48-bit Bluetooth *device* address (**BD_ADDR**).” *Id.*

¹⁰ Ex. P, Bluetooth Core Specification, Version 5.0 Vol. 1, Part A, Section 1.4, p. 173; see also Vol. 3, Part C, Section 3.2, p. 1987.

¹¹ Ex. N at 79.

But the district court rejected that argument, finding no genuine dispute that BD_ADDR is “user-agnostic” and thus cannot meet the “unique user code” limitation. The Federal Circuit, in turn, affirmed the grant of summary judgment of noninfringement.

Even after the Federal Circuit’s decision, OEW maintained its position that it had established infringement based on the **BD_ADDR** in a Petition for Panel Rehearing:

One-E-Way established infringement based on the patent’s broad teaching about user association, and One-E-Way also included in the record the Bluetooth specification’s reference to the unique code used to derive the accused user code as a “user **BD_ADDR**.” Blue Br. 42-43; Gray Br. 24-28 (emphasis added). The correspondingly broad language of the Panel’s construction requires no more to establish infringement.

Ex. T at 9, *One-E-Way, Inc. v. Apple, Inc.*, No. 22-2020, Dkt. 34 (Fed. Cir. Aug. 28, 2023) (emphasis in original). The Federal Circuit rejected that argument again in denying rehearing, yet OEW repeats that same argument here.

As a result, OEW’s reuse of this same theory in the FAC—without any additional factual allegations or technical distinctions despite awareness of these flaws—is not just implausible, it is foreclosed as a matter of law. Courts are “not bound to accept as true a legal conclusion couched as a factual allegation” *Iqbal*, 556 U.S. at 678. “[A] plaintiff cannot assert a plausible claim for infringement under the *Iqbal/Twombly* standard by reciting the claim elements and merely concluding that the accused product has those elements.” *Bot M8*, 4 F.4th at 1353.

Because BD_ADDR has been determined as a matter of law to be a device code—and not a “unique user code” within the meaning of the Asserted Patents, the Court should dismiss OEW’s claims that once again rely on this same code to satisfy the “unique user code” limitation.

2. The Bluetooth Device Name (i.e., User-Friendly Name) Does Not Plausibly Meet the “Unique User Code” Limitation

OEW attempts to hedge its position by also alleging that the “user-friendly name” or “UFN,” (i.e., the Bluetooth Device Name) described in the Bluetooth specification since at least

December 1999—well before the Asserted Patents were filed and the *Apple Case*—satisfies the “unique user code” limitation.¹² Dkt. 58, ¶¶ 27–28, 50–51. But the Bluetooth specification, including the very excerpts OEW cites, confirms that the *Bluetooth Device Name is merely another device identifier* and not a code “specifically associated with one user of a device,” as required under the controlling claim construction.

Like BD_ADDR, the Bluetooth Specification, relied on in the FAC, repeatedly describes the UFN as a *device name*, i.e., a device identifier, not one that is unique to a specific user. For example, Section 4.3.5 states, “the name is a user-friendly name *associated with the device*.” (Ex. P at 594). Indeed, OEW’s allegations confirm that the user-friendly name is used to distinguish between *devices*, not between *users*: “[t]he user-friendly Local Name provides the user *the ability to distinguish one BR/EDR Controller from another*.” Dkt. 58, ¶ 27. That a user may be able to change the device name does not convert it into a “unique user code,” because it is not a “fixed code” and is still just a name “assigned to devices.” *Apple Appeal*, 2023 WL 5199501, at *3. The Bluetooth Device Name is a device code that identifies the device itself and is not uniquely associated with the user. The FAC’s reference to a screenshot noting that “*your device has a name* that will be visible when connecting via Bluetooth” (Dkt. 58, ¶ 28) underscores that this name is specific to a device, and is not a fixed codeword unique to the user of the device.

Moreover, the UFN has been part of the Bluetooth specification since at least December 1999—well before OEW filed its lawsuit against Apple—and, although not expressly emphasized in that case, it is another example of a device-based Bluetooth identifier that the Federal Circuit held to not infringe the Asserted Patents. As confirmed in the *Apple Litigations*, the Bluetooth

¹² See Ex. Q, Bluetooth Core Specification v1.0 B at Sections 4.5.19 and 4.7.11 (published on December 1, 1999).

specification uses *device codes*, not a “unique user code.” There is no allegation in the FAC that the UFN is “specifically associated with one user of a device(s),” nor any explanation of how it could meet the claim construction adopted in the *Apple Case* even though this issue was raised in Samsung’s previous motion. Accordingly, OEW’s reliance on the UFN, like its reliance on BD_ADDR, fails to plausibly allege infringement.

Under *Iqbal* and *Twombly*, a plaintiff must plead facts showing that it is plausible—not merely possible—that the accused product meets each claim limitation. And under *Bot M8*, conclusory assertions that merely recite the elements of the claim are not enough. *See Bot M8*, 4 F.4th at 1352. Because OEW pled no facts showing that the UFN is user-specific, rather than device-specific, its claims fail as a matter of law.

B. OEW Should Not Be Granted Leave to Amend its Bluetooth-Based Theory Because it is Collaterally Estopped from Applying a Different Construction of “Unique User Code,” and Amendment Would Be Futile.

Leave to amend should be denied where amendment would be futile. That is the case here. OEW is collaterally estopped from advancing any construction of “unique user code” that deviates from the binding construction adopted in the *Apple Case* and affirmed by the Federal Circuit. Under that construction, Bluetooth-compatible devices do not—and cannot—infringe the Asserted Patents.

Collateral estoppel bars re-litigation of issues that have been “fully and fairly tried in a previous action and adversely resolved against a party-opponent.” *Grecia Estate*, 605 F. Supp. 3d at 910; *Ohio Willow Wood*, 735 F.3d 1333, 1342 (Fed. Cir. 2013). Because this issue involves substantive patent law, Federal Circuit law applies, and all four elements of the Federal Circuit’s test are met here. *Kroy IP*, 127 F.4th at 1380.

The Identical Issue Was Previously Adjudicated: The central issue here—whether Bluetooth-compatible devices satisfy the “unique user code” limitation—was squarely decided in

the *Apple Case*. There, OEW alleged that Bluetooth-compatible receivers and transmitters met this limitation by relying on codes derived from the BD_ADDR, such as CAC and LT_ADDR. *See* Ex. N at 102-03. OEW repeatedly tied its infringement theory to the public Bluetooth specification and its allegations were directed at Bluetooth-compatible devices generally, not Apple-specific implementations of such devices. *See, e.g.:*

- Ex. R at 1-2 (“every major electronics company . . . now incorporates the Bluetooth features that include techniques first patented by Mr. Woolfork.”);
- Ex. S at 1-2 (stating that “OEW intends to rely largely on the publicly available Bluetooth specification” to prove infringement);

Although OEW now points to the Bluetooth user-friendly name (UFN) in addition to BD_ADDR, this does not create a new issue or change the analysis. *See Galderma Lab’ys, L.P. v. Amneal Pharms., LLC*, 337 F. Supp. 3d 371, 410 (D. Del. 2018) (“The parties’ disagreement is over whether Galderma’s doctrine of equivalents infringement theory presents the ‘identical issue’ that was previously litigated and decided on the merits in *Mylan*. The Court concludes that it does....Having decided to pursue only one theory of infringement in *Mylan*, Galderma is bound by the consequences of that choice—namely, that collateral estoppel bars litigants from raising separate arguments in support of the same issue in a later case, where the other prerequisites for application of collateral estoppel are met”), *aff’d in relevant part*, 806 F. App’x 1007 (Fed. Cir. 2020); *Yamaha Corp. of Am. v. United States*, 961 F.2d 245, 254-55 (D.C. Cir. 1992) (“once an issue is raised and determined, it is the entire issue that is precluded, not just the particular arguments raised in support of it in the first case....Preclusion cannot be avoided simply by offering evidence in the second proceeding that could have been admitted, but was not, in the first.”); *Zip Dee, Inc. v. Dometic Corp.*, 905 F. Supp. 535, 537 (N.D. Ill. 1995) (applying issue preclusion to bar previously unasserted on-sale and public-use invalidity defenses). OEW’s contentions in the *Apple Case* broadly stated that the Bluetooth standard requires use of “certain

unique bit sequences,” including but not limited to BD_ADDR, CAC, and LT_ADDR “to operate in accordance with the specification.” Ex. N at 79. The UFN is merely another such sequence from the same Bluetooth specification—just like BD_ADDR—and not a code “specifically associated with one user of a device,” as required under the controlling claim construction.

Furthermore, the Federal Circuit “presume[s] . . . that the same claim term in the same patent or *related patents* carries the same construed meaning.” *Omega Eng’g, Inc. v. Raytek Corp.*, 334 F.3d 1314, 1334 (Fed. Cir. 2003). Although the ’000 patent was not asserted in the *Apple Case*, it shares a common specification with the previously-asserted ’627 and ’047 patents, and thus the prior construction of “unique user code” applies equally to all three patents. The identical issue has therefore been previously litigated, and the first factor of collateral estoppel is met.

The Issue Was Actually Litigated: The claim construction of “unique user code” was fully litigated in the *Apple Case*. OEW and Apple both adopted the ITC’s construction, which defined the term as a “fixed code (bit sequence) specifically associated with one user of a device(s).” Ex. F at 8-9. The Federal Circuit reviewed this construction *de novo* and affirmed it. *Apple Appeal*, 2023 WL 5199501, at *3. Based on that construction, the two courts agreed that Bluetooth-compatible devices do not infringe the limitations concerning “unique user code.”

The Determination Was Necessary to the Judgment: The construction of “unique user code” was not only litigated in the *Apple Case*, but it was also central to the court’s grant of summary judgment. The district court expressly held OEW’s claims failed because the accused Bluetooth-compatible devices did not meet the “unique user code” limitation as construed. The Federal Circuit agreed that the Bluetooth identifiers were “user-agnostic” and could not satisfy the limitation. *Apple Appeal*, 2023 WL 5199501, at *2.

OEW Was Fully Represented in the Prior Action: There can be no dispute that OEW was

fully represented in the *Apple Litigations*. It had a full and fair opportunity to litigate the meaning of “unique user code,” participated in claim construction proceedings, and appealed the district court’s judgment. As the Federal Circuit has held, estoppel applies to constructions decided in prior cases involving related patents unless material differences exist. *See Nestle USA, Inc. v. Steuben Foods, Inc.*, 884 F.3d 1350, 1351-52 (Fed. Cir. 2018). No such differences exist here.

Because the construction of “unique user code” has been litigated and resolved against OEW, and because that construction forecloses infringement based on a device’s compliance with the Bluetooth standard, OEW is collaterally estopped from pursuing its claims here, and any further attempt to amend the FAC would be futile.

Accordingly, Samsung asks the Court to grant its motion to dismiss the Bluetooth-based infringement allegations in the FAC with prejudice, and without leave to amend. *See, e.g., De La Vega v. Microsoft Corp.*, 2020 U.S. Dist. LEXIS 116081, at *2 (W.D. Tex. Feb. 7, 2020) (granting Rule 12(b)(6) dismissal with prejudice based on futility of amendment).

C. OEW’s Wi-Fi Direct-Based Theory Does Not Plausibly State a Claim for Infringement in View of the *Apple Litigations*

OEW’s Wi-Fi Direct-based allegations rest on the claim that Samsung’s Wi-Fi Direct-compatible devices satisfy the “unique user code” limitation by using a “Device Name.” Dkt. 58, ¶¶ 38-39, 58-59. That theory is not only implausible—it has been rejected by multiple courts in the context of OEW’s Bluetooth-based allegations. As discussed above, to plausibly plead infringement, OEW must allege that Samsung’s devices use a “*fixed* code” that is specifically associated with a *user*—not merely a *device*. OEW does not do so. The FAC contains no allegations that Device Name is “fixed code” or “associated with one user of a device(s).”

OEW’s allegation that the Wi-Fi Direct “Device Name” meets the “unique user code” limitation is the same as OEW’s allegation that Bluetooth “Device Name” meets the same

limitation. Both allegations are incompatible with the binding claim construction of “unique user code.” The Wi-Fi Direct specification, including the very excerpts OEW cites, confirms that the *Device Name is merely another device identifier* and not a “fixed code [] specifically associated with one user of a device,” as required under the controlling claim construction. The FAC relies on Wi-Fi Direct statements that the Device Name is “device information.” *Id.* at ¶ 38. Indeed, the Wi-Fi Direct specification explicitly describes the Device Name as “*non-unique information*,” which thus cannot meet the construction for a “*unique* user code.” *Id.*

That a user may be able to change the Device Name does not convert it into a “unique user code.” Instead, it illustrates that it is not a “fixed code.” The Device Name as described in the Wi-Fi Direct specification is a device name that identifies the device itself and is not a fixed code uniquely associated with the user. The FAC’s reference to a screenshot noting that “Device names are displayed to distinguish each of the *devices* available” when connecting via Bluetooth or Wi-Fi Direct (Dkt. 58, ¶ 38) underscores that the Device Name, even when specified by the user, is specific to a device, and is not a “fixed code [] specifically associated with one user of a device.”

Accordingly, OEW’s reliance on the Device Name from the Wi-Fi Direct specification fails to plausibly allege infringement. Under *Iqbal* and *Twombly*, a plaintiff must plead facts showing that it is plausible—not merely possible—that the accused product meets each claim limitation. Because OEW pled no facts showing that the Device Name from the Wi-Fi Direct specification is fixed and user-specific, rather than modifiable and device-specific, its claims should be dismissed. As Plaintiff has already amended its complaint once but failed to address this threshold issue, the Court should dismiss the FAC with prejudice. *See LMS Commodities DMCC v. Libyan Foreign Bank*, 2019 WL 1925499, at *4 (W.D. Tex. Apr. 30, 2019) (“[A] district court may deny leave to amend for ‘repeated failures to cure deficiencies by amendments previously

allowed’ and ‘futility of the amendment.’”) (citation omitted).

D. OEW Fails To State A Claim For The Newly Accused Products And Wireless Standard

OEW’s new infringement allegations regarding “[s]oundbars and home audio systems” and “[t]elevisions and other audiovisual products” are frivolous as each asserted claim requires the claimed transmitter or receiver to be part of a *portable/mobile* device.¹³ “Televisions” and “[s]oundbars” are clearly not portable/mobile devices like ear buds and smartphones. Thus, for this additional reason, all claims related to “televisions” and “soundbars” should be dismissed.

In addition, the FAC does not identify which of the accused devices purportedly infringe based on Bluetooth and which purportedly infringe based on Wi-Fi Direct. Thus, OEW, fails to put Samsung on notice of the infringement allegations. *LS Cloud Storage Techs., LLC v. Amazon.com, Inc.*, 2023 WL 2290291, at *4 (W.D. Tex. Feb. 27, 2023) (dismissing a complaint where “[a]t most...Plaintiff has shown that Defendants’ technologies relate to the [asserted patents] generally. ... As a result, these allegations amount to ‘blanket assertions of infringement insufficient to put’ Defendants on notice.”) (citations omitted).¹⁴

IV. CONCLUSION

For all of these reasons, Samsung respectfully requests that the Court dismiss the FAC with prejudice.

¹³ See, e.g., Ex. A, cl. 1 (“A wireless digital audio spread spectrum *receiver*, *capable of mobile operation*”); Ex. B, cl. 1 (“A *portable* spread spectrum audio *receiver*”), cl. 17 (“A *portable* spread spectrum audio *transmitter* coupled to a music audio source”); Ex. C, cl. 8 (“said digital coded music audio transmitter . . . is *capable of being moved in any direction during operation*”).

¹⁴ For example, the accused Galaxy Buds do not support Wi-Fi Direct. See, e.g., <https://www.samsung.com/us/mobile-audio/galaxy-buds3-pro/buy/galaxy-buds3-pro-silver-sm-r630nzaaxar/> (listing only “Bluetooth v5.4” under “Connectivity”). Notably, Plaintiff’s Infringement Contentions do not address this issue either as they provide no claim charts for televisions or sound bars and do not identify with specificity what products are alleged to infringe based on Bluetooth or Wi-Fi functionality.

Dated: July 1, 2025

Respectfully Submitted

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CERTIFICATE OF SERVICE

I hereby certify that on July 1, 2025, a true and correct copy of the foregoing document was caused to be served on all counsel of record through the Court's ECF system.

/s/ Melissa R. Smith
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