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

MASSIVELY BROADBAND LLC, *Plaintiff*, v. SAMSUNG ELECTRONICS CO., LTD., SAMSUNG ELECTRONICS AMERICA, INC., *Defendants*.	Case No. 2:25-cv-00608 **JURY TRIAL DEMANDED**

DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT

Defendants Samsung Electronics Co., Ltd. ("SEC") and Samsung Electronics America, Inc. ("SEA") (collectively, "Samsung" or "Defendants") hereby submit their Answer in response to the Complaint for Patent Infringement (the "Complaint") filed by Massively Broadband LLC ("Massively Broadband" or "Plaintiff") as set forth below.

Samsung denies all allegations in the Complaint, including the purported infringement chart exhibits thereto, unless expressly admitted in the following paragraphs. Any admissions herein are for purposes of this matter only. Samsung reserves all rights to amend its pleading, including the right to take further positions and raise additional defenses and counterclaims that may become apparent as a result of additional information discovered subsequent to the filing of this Answer. Each paragraph of the Answer below responds to the corresponding numbered or lettered paragraph of the Complaint. The headings of the Complaint are reproduced below for ease of reference only. To the extent any heading includes any allegation not expressly admitted, it is denied.

NATURE OF THE ACTION

1. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

2. Samsung admits the Asserted Patents appear to include (i) U.S. Patent Nos. 7,676,194 ("'194 Patent"), 8,923,754 ("'754 Patent"), 9,667,337 ("'337 Patent"), 10,224,999 ("'999 Patent"), and 10,797,783 ("'783 Patent") (referred to in the Complaint collectively as the "Intelligent Wireless Broadband Relay Patents"); (ii) U.S. Patent Nos. 8,350,763 ("'763 Patent"), 8,593,358 ("'358 Patent"), 11,063,625 ("'625 Patent"), and 11,876,548 ("'548 Patent") (referred to in the Complaint collectively as the "Smart Antenna Patents"); and (iii) U.S. Patent Nos. 8,224,794 ("'794 Patent"), 8,515,925 ("'925 Patent"), and 8,725,700 ("'700 Patent") (referred to in the Complaint collectively as the "Network Monitoring Patents"). To the extent that any allegation in Paragraph 2 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

3. To the extent that any allegation in Paragraph 3 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

4. To the extent that any allegation in Paragraph 4 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

5. To the extent that any allegation in Paragraph 5 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

6. Denied, and specifically denied that any of the Accused Products infringe any claim of the Asserted Patents.

7. Denied.

PARTIES

8. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

9. Samsung admits that SEC is a corporation organized under the laws of the Republic of Korea, with its principal place of business at 129 Samsung-Ro, Maetan-3dong, Yeongtong-gu, Suwon-si, Gyeonggi-do, 443-742, South Korea. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

10. Denied.

11. Samsung admits that SEA is a corporation organized under the laws of the State of New York, with places of business in New Jersey and in the Eastern District of Texas. Samsung denies that it maintains a place of business at "85 Challenger Rd., Ridgefield Park, New Jersey 07660." Samsung further admits that SEA is a wholly-owned subsidiary of SEC. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

12. Samsung admits that SEA is involved with sales and distribution of certain of Samsung's consumer electronics products in the United States. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

13. Denied.

JURISDICTION AND VENUE

14. Samsung admits that the Complaint purports to bring an action under the Patent Act, 35 U.S.C. § 1 *et seq*.

15. Paragraph 15 alleges a legal conclusion to which no response is required. To the extent a response is required, Samsung does not contest that the Court has subject matter jurisdiction over this proceeding.

16. Paragraph 16 alleges legal conclusions to which no response is required. To the extent a response is required, Samsung, solely for the purposes of the present litigation, does not contest that the Court has personal jurisdiction over Samsung. Samsung denies having committed any acts of infringement. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

17. Paragraph 17 alleges legal conclusions to which no response is required. To the extent a response is required, Samsung, solely for the purposes of this litigation, does not contest that venue is proper in this District. Samsung denies that this venue is convenient for the parties and the witnesses or otherwise appropriate for this action. Samsung denies having committed any acts of infringement. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

18. Samsung, solely for the purposes of this litigation, does not contest that venue is proper in this District or that the Court has personal jurisdiction over Samsung. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

19. Paragraph 19 contains quotations from a page from the news.samsung.com website dated February 18, 2022, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

20. Samsung admits that SEA is registered to do business in the State of Texas, and that it has appointed CT Corporation System, located at 1999 Bryan Street, Suite 900, Dallas, Texas 75201, as SEA's registered agent in Texas. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

21. Samsung admits that SEA maintains an office at 6625 Excellence Way, Plano, TX 75023. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

22. Samsung admits that in around 2018 and 2019, SEA relocated certain teams from its Richardson and Plano facilities to new facilities in Plano. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

23. Paragraph 23 contains quotations from a press release dated April 6, 2018, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

24. Paragraph 24 contains quotations from a press release dated April 6, 2018, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

25. Samsung, solely for the purposes of this litigation, does not contest that venue is proper in this District or that the Court has personal jurisdiction over Samsung. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

26. Samsung admits that SEA has expanded its campus in North Texas in 2020-2021. Samsung, solely for the purposes of this litigation, does not contest that venue is proper in this District or that the Court has personal jurisdiction over Samsung. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

27. Paragraph 27 contains quotations from a page from the www.samsung.com/global website dated June 13, 2023, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

28. Samsung, solely for the purposes of this litigation, does not contest that venue is proper in this District or that the Court has personal jurisdiction over Samsung. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

29. Samsung admits that SEA maintains its U.S. Mobile eXperience ("MX") Business Headquarters in Plano. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

30. Samsung admits that certain members of the MX business unit in Plano have worked on certain Accused Products. Samsung, solely for the purposes of this litigation, does not contest that venue is proper in this District or that the Court has personal jurisdiction over Samsung. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

31. Samsung admits that Paragraph 31 identifies Dave Das and Vinay Mahendra, who are SEA employees based in Texas. Samsung denies that any SEA employee bears the legal name O. Terry Joseph. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

32. Samsung admits that SEA's Networks Innovation Center and 5G Open Lab are located in Plano. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

33. Paragraph 33 refers to a page from the www.samsung.com/global website dated November 5, 2020, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

34. Paragraph 34 contains quotations from a page from the news.samsung.com website dated February 25, 2020, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

35. Samsung, solely for the purposes of this litigation, does not contest that venue is proper in this District or that the Court has personal jurisdiction over Samsung. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

36. Samsung admits some of Samsung products contain NXP chipsets. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

37. Samsung admits it sells certain products throughout the United States, including in Texas and this District. Samsung, solely for the purposes of this litigation, does not contest that venue is proper in this District or that the Court has personal jurisdiction over Samsung. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

38. Samsung admits that SEA sells Samsung Galaxy S, Galaxy Z Flip, and Galaxy Z Fold series smartphones in the U.S. through the samsung.com/us website, and that those products may be purchased by customers located in the United States, including in Texas. Samsung, solely for the purposes of this litigation, does not contest that venue is proper in this District or that the Court has personal jurisdiction over Samsung. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

39. Samsung admits that SEA sells products to retailers, including Best Buy, Wal-Mart, and Target. Samsung, solely for the purposes of this litigation, does not contest that venue is proper

in this District or that the Court has personal jurisdiction over Samsung. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

FACTUAL BACKGROUND

A. Prof. Rappaport's Work in Wireless Communications

40. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

41. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

42. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

43. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

44. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

45. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

46. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

47. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

B. The Asserted Patents

48. Samsung admits that Theodore S. Rappaport is the sole named inventor on the face of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

49. Samsung admits that Exhibit 1 to the Complaint purports to be a copy of the ’194 Patent, and that, on its face, the ’194 Patent is titled “Broadband Repeater with Security for Ultrawideband Technologies,” and bears an issue date of March 9, 2010. Samsung denies that the ’194 Patent was duly and legally issued. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

50. Samsung admits that Exhibit 2 to the Complaint purports to be a copy of the ’754 Patent, and that, on its face, the ’754 Patent is titled “Intelligent Broadband Relay for Wireless Networks,” and bears an issue date of December 30, 2014. Samsung denies that the ’754 Patent was duly and legally issued. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

51. Samsung admits that Exhibit 3 to the Complaint purports to be a copy of the ’337 Patent, and that, on its face, the ’337 Patent is titled “Intelligent Broadband Relay for Wireless Networks for Connectivity to Mobile or Portable Devices,” and bears an issue date of May 30, 2017. Samsung denies that the ’337 Patent was duly and legally issued. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

52. Samsung admits that Exhibit 4 to the Complaint purports to be a copy of the ’999 Patent, and that, on its face, the ’999 Patent is titled “Broadband Repeater with Security for Ultrawideband Technologies,” and bears an issue date of March 5, 2019. Samsung denies that the ’999 Patent was duly and legally issued. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

53. Samsung admits that Exhibit 5 to the Complaint purports to be a copy of the ’783 Patent, and that, on its face, the ’783 Patent is titled “Broadband Repeater with Security for

Ultrawideband Technologies," and bears an issue date of October 6, 2020. Samsung denies that the '783 Patent was duly and legally issued. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

54. Samsung admits that Exhibit 6 to the Complaint purports to be a copy of the '763 Patent, and that, on its face, the '763 Patent is titled "Active Antennas for Multiple Bands in Wireless Portable Devices," and bears an issue date of January 8, 2013. Samsung denies that the '763 Patent was duly and legally issued. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

55. Samsung admits that Exhibit 7 to the Complaint purports to be a copy of the '358 Patent, and that, on its face, the '358 Patent is titled "Active Antennas for Multiple Bands in Wireless Portable Devices," and bears an issue date of November 26, 2013. Samsung denies that the '358 Patent was duly and legally issued. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

56. Samsung admits that Exhibit 8 to the Complaint purports to be a copy of the '625 Patent, and that, on its face, the '625 Patent is titled "Steerable Antenna Device," and bears an issue date of July 13, 2021. Samsung denies that the '625 Patent was duly and legally issued. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

57. Samsung admits that Exhibit 9 to the Complaint purports to be a copy of the '548 Patent, and that, on its face, the '548 Patent is titled "Steerable Antenna Device," and bears an issue date of January 16, 2024. Samsung denies that the '548 Patent was duly and legally issued. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

58. Samsung admits that Exhibit 10 to the Complaint purports to be a copy of the ’794 Patent, and that, on its face, the ’794 Patent is titled “Clearinghouse System, Method, and Process for Inventorying and Acquiring Infrastructure, Monitoring and Controlling Network Performance for Enhancement, and Providing Localized Content in Communication Networks,” and bears an issue date of July 17, 2012. Samsung denies that the ’794 Patent was duly and legally issued. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

59. Samsung admits that Exhibit 11 to the Complaint purports to be a copy of the ’925 Patent, and that, on its face, the ’925 Patent is titled “Clearinghouse System, Method, and Process for Inventorying and Acquiring Infrastructure, Monitoring and Controlling Network Performance for Enhancement, and Providing Localized Content in Communication Networks,” and bears an issue date of August 20, 2013. Samsung denies that the ’925 Patent was duly and legally issued. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

60. Samsung admits that Exhibit 12 to the Complaint purports to be a copy of the ’700 Patent, and that, on its face, the ’700 Patent is titled “Clearinghouse Systems and Methods for Collecting or Providing Quality or Performance Data for Enhanced Availability of Wireless Communications,” and bears an issue date of May 13, 2014. Samsung denies that the ’700 Patent was duly and legally issued. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

61. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

i. The Intelligent Wireless Broadband Relay Patents

62. Samsung denies that the so-called Intelligent Wireless Broadband Relay Patents describe any patentable inventions. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

63. Samsung admits that each of the so-called Intelligent Wireless Broadband Relay Patents, on their face, claim priority to an application (Serial No. 10/919,515) filed August 17, 2004, and two provisional applications (Serial Nos. 60/496,913 and 60/498,324) filed August 22, 2003 and August 28, 2003, respectively. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

64. To the extent that any allegation in Paragraph 64 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

65. Samsung admits that this Paragraph selectively quotes language found in the ’194 Patent. To the extent that any allegation in Paragraph 65 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

66. Samsung admits that this Paragraph selectively quotes language found in the ’194 Patent. To the extent that any allegation in Paragraph 66 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph..

67. Samsung admits that this Paragraph selectively quotes language found in the ’194 Patent. To the extent that any allegation in Paragraph 67 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

68. Samsung admits that this Paragraph selectively quotes language found in the ’194 Patent. To the extent that any allegation in Paragraph 68 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

69. Samsung admits that this Paragraph quotes claim 1 of the ’754 Patent. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

70. Samsung denies that the Asserted Patents are inventive. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

71. To the extent that any allegation in Paragraph 71 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

72. To the extent that any allegation in Paragraph 72 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

73. Samsung admits that this Paragraph selectively quotes language found in the ’194, ’754, ’337, and ’999 Patents. To the extent that any allegation in Paragraph 73 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

74. To the extent that any allegation in Paragraph 74 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

75. To the extent that any allegation in Paragraph 75 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

76. Samsung denies that the subject matter of any Asserted Patent is inventive. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

77. Samsung admits that this Paragraph selectively quotes language found in the ’783 Patent and ’999 Patent. To the extent that any allegation in Paragraph 77 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

78. To the extent that any allegation in Paragraph 78 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or

valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

79. To the extent that any allegation in Paragraph 79 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

80. To the extent that any allegation in Paragraph 80 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

81. Samsung denies that the Asserted Patents claim any patentable invention. Samsung specifically denies that the so-called Intelligent Wireless Broadband Relay Patents "address technological problems" or "provide solutions that were not well-understood, routine, or conventional in the 2003-2004 time frame." Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

82. Samsung admits that this Paragraph selectively quotes language found in the '194 Patent. To the extent that any allegation in Paragraph 82 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung specifically denies that "[a] person of ordinary skill in the art reading the Intelligent Wireless Broadband Relay Patents and their claims would understand that [] the disclosures and claims of the Intelligent Wireless Broadband Relay Patents are drawn to solving specific, technical problems," that "the claimed subject matter represents an advancement in the technical field of the Intelligent Wireless Broadband Relay Patents," or that the alleged inventions

of the Asserted Patents solved any technological problems. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

83. To the extent that any allegation in Paragraph 83 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

84. To the extent that any allegation in Paragraph 84 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung specifically denies that claims of the Asserted Patents "address and provide a solution to a problem in the field of wireless communications" or "increase power and the achievable transmission lengths." Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

ii. Smart Antenna Patents

85. Denied.

86. Samsung admits that the '763 and '358 Patents, on their face, claim priority to a non-provisional application (Serial No. 12/541,764), filed on August 14, 2009, and to a provisional application (Serial No. 61/088,829) filed on August 14, 2008. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

87. To the extent that any allegation in Paragraph 87 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung admits that, as taught in the prior art, an antenna generally operates more efficiently when it is tuned, or matched, to the frequency of its radio waves and to the circuit

to which it is connected. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

88. To the extent that any allegation in Paragraph 88 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

89. To the extent that any allegation in Paragraph 89 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung admits that 5G channels operate in different frequency bands, which may include frequencies recited in this Paragraph. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

90. To the extent that any allegation in Paragraph 90 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung admits that mmWave channels include wavelengths that are on the order of millimeters, can enable higher data rates, and may face poorer penetration than lower frequency band channels. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

91. Samsung admits that this Paragraph selectively quotes language found in the ’763 Patent. To the extent that any allegation in Paragraph 91 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung specifically denies that the alleged inventions “greatly simplify[] the antenna structures in portable wireless devices” or “greatly reduc[e] the mechanical design complexity, the cost of bill of materials, and the variance in manufacturing of different devices of

a particular model." Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

92. To the extent that any allegation in Paragraph 92 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

93. Samsung admits that this Paragraph quotes from claim 1 of the '763 Patent. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

94. To the extent that any allegation in Paragraph 94 of the Complaint is intended as an allegation that the '763 and '358 Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

95. Samsung denies that the '763 and '358 Patents are novel or valid. Samsung specifically denies that the Asserted Patents "provide a novel solution to [an] engineering challenge" or "reduc[e] size, complexity, and manufacturing cost while improving performance across device orientations." Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

96. To the extent that any allegation in Paragraph 96 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung specifically denies that the '763 and '358 Patents are "narrowly drawn to active, tunable multi-band antenna systems." Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

97. To the extent that any allegation in Paragraph 97 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung specifically denies that the ’763 and ’358 Patents “directly address and overcome the problem of limited antenna real estate and RF interference in compact devices,” “deliver[] a substantial improvement in the efficiency and scalability of wireless communications,” or “streamline design and manufacturing of devices and decrease material costs.” Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

98. To the extent that any allegation in Paragraph 98 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung specifically denies that the ’625 and ’548 Patents “supports effective operation of wireless devices on certain 5G bands” or “exploit the benefits of directional antennas by selecting optimal transmission paths.” Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

99. Samsung admits that the ’625 and ’548 Patents, on their face, claim priority to a continuation-in-part application (Serial No. 13/966,853), filed on August 14, 2013. Samsung is without knowledge or information sufficient to admit or deny any remaining allegations of this Paragraph and therefore denies them.

100. Samsung admits that this Paragraph selectively quotes language found in the ’625 Patent. To the extent that any allegation in Paragraph 100 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

101. To the extent that any allegation in Paragraph 101 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

102. To the extent that any allegation in Paragraph 102 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

103. Samsung admits that this Paragraph quotes claim 1 of the ’625 Patent. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

104. Samsung admits that this Paragraph quotes claim 1 of the ’625 Patent and that the quoted language also appears in claim 11 and 23 of the ’625 patent, and in claims 1, 7, and 12 of the ’548 patent. To the extent that any allegation in Paragraph 104 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

105. To the extent that any allegation in Paragraph 105 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung admit that, as the prior art teaches, beam steering may assist communications on the mmWave bands of 5G cellular. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

106. To the extent that any allegation in Paragraph 106 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art

or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

107. To the extent that any allegation in Paragraph 107 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung admits that the n258 band includes 24 GHz. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

108. To the extent that any allegation in Paragraph 108 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung denies the allegations regarding the n261 band. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

109. To the extent that any allegation in Paragraph 109 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

110. To the extent that any allegation in Paragraph 110 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung specifically denies that the ’625 and ’548 Patents “address the technical limitations of conventional mobile antennas,” “improv[e] beam efficiency, reduc[e] power loss, and enhanc[e] signal integrity.” Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

111. To the extent that any allegation in Paragraph 111 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung specifically denies that the claims of the ’625 and ’548 Patents are

"limited to specific … architectures." Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

112. Samsung denies the '625 and '548 Patents claim any patentable invention. Samsung specifically denies that the claimed inventions "address the problem of degraded performance," "provid[e] a tangible improvement," or "yield[] benefits." Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

iii. Network Monitoring Patents

113. Denied.

114. Samsung admits that the so-called Network Monitoring Patents, on their face, claim priority to three provisional applications: (i) Serial No, 60/971,175, filed on September 10, 2007; (ii) Serial No, 60/977,582, filed on October 4, 2007; and (iii) Serial No. 61/028,261, filed on February 13, 2008. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

115. To the extent that any allegation in Paragraph 115 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

116. To the extent that any allegation in Paragraph 116 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung specifically denies that the so-called Network Monitoring Patents "address [any] problems." Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

117. Samsung admits that this Paragraph quotes from claim 20 of the ’794 Patent. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

118. Samsung admits that this Paragraph quotes from claim 25 of the ’794 Patent. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

119. To the extent that any allegation in Paragraph 119 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung specifically denies that the so-called Network Monitoring Patents “solve” “the technical problem of fragmented and inefficient network infrastructure management,” or “represent[] a substantial advancement” over the prior art. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

120. To the extent that any allegation in Paragraph 120 of the Complaint is intended as an allegation that the Asserted Patents claim patentable inventions that are novel over the prior art or valid, it is denied. Samsung specifically denies that the so-called Network Monitoring Patents “are directed to specific, structured systems and methods.” Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

121. Samsung denies the so-called Network Monitoring Patents claim any patentable invention or address any need in the art. Samsung specifically denies that the so-called Network Monitoring Patents “address the technical challenge of enabling wireless network providers and enterprises,” or “enabl[e] a scalable, real-time solution applicable to modern enterprise-level systems.” Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

C. The Accused Products and Samsung’s [Alleged] Infringement

i. Hotspot Devices

122. To the extent that any allegation in Paragraph 112 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

123. Samsung admits that at least some of its consumer electronics products, including at least some of the alleged products identified in this Paragraph, can operate as hotspots, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

124. Samsung admits that at least some of its consumer electronics products can operate as hotspots, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

125. Samsung admits that at least some of its consumer electronics products can operate as hotspots, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

126. To the extent that any allegation in Paragraph 126 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

127. To the extent that any allegation in Paragraph 127 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

128. To the extent that any allegation in Paragraph 128 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

129. To the extent that any allegation in Paragraph 129 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Samsung admits the 4G LTE and 5G cellular networks are used in the United States. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

130. To the extent that any allegation in Paragraph 130 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

131. To the extent that any allegation in Paragraph 131 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

132. To the extent that any allegation in Paragraph 132 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

133. To the extent that any allegation in Paragraph 133 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

134. To the extent that any allegation in Paragraph 134 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

135. To the extent that any allegation in Paragraph 135 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

136. To the extent that any allegation in Paragraph 136 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

137. To the extent that any allegation in Paragraph 137 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

138. To the extent that any allegation in Paragraph 138 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

139. Paragraph 139 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee Group Ltd. v. Samsung Elecs. Co., Ltd.*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2 (E.D. Tex. Sept. 20, 2017) ("Given our Local Patent Rules and our District's well-established process for identifying and resolving claim-construction issues, the interest of justice do not require Samsung to make an unconditional admission or denial as to specific claim limitations this early. The construction of all or part of those limitations might be disputed, in which case [plaintiff's] concerns would be best raised after the Court resolves any such disputes."). Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

140. Paragraph 140 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt.

40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

141. Denied.

142. Samsung admits that Paragraph 142 refers to a webpage located at https://www.samsung.com/us/support/answer/ANS10002918/, which speaks for itself, but specifically denies that it provides instructions to use the Accused Products in an infringing manner. Samsung specifically denies that any of the Accused Products or their use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

143. Denied.

144. Samsung admits that Paragraph 144 refers to a user guide located at https://www.samsung.com/us/support/answer/ANS10002918/, which speaks for itself, but specifically denies that it provides instructions to use the Accused Products in an infringing manner. Samsung specifically denies that any of the Accused Products or their use infringes any claim of the Asserted Patents. To the extent allegations in Paragraph 142 are based on acts of users outside of Samsung's control, Samsung lacks sufficient knowledge or information to form a belief about the truth of those allegations, and therefore denies them. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

145. Paragraph 145 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

146. Paragraph 146 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

147. Samsung admits that Paragraph 147 refers to a document from the developer.samsung.com website, which speaks for itself, but specifically denies that it provides instructions to use the Accused Products in an infringing manner. Samsung specifically denies that any of the Accused Products or their use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

148. Denied.

149. To the extent the allegations in Paragraph 149 are based on acts of users outside of Samsung's control, Samsung lacks sufficient knowledge or information to form a belief about the truth of those allegations, and therefore denies them. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

150. Samsung admits that it provides user instructions for some products, but specifically denies that it provides instructions to use the Accused Products in an infringing manner. Samsung specifically denies that any of the Accused Products or their use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

151. Samsung admits that it provides user instructions for some products, but specifically denies that it provides instructions to use the Accused Products in an infringing manner. Samsung specifically denies that any of the Accused Products or their use infringes any claim of the Asserted Patents. To the extent the allegations in Paragraph 151 are based on acts of

users outside of Samsung's control, Samsung lacks sufficient knowledge or information to form a belief about the truth of those allegations, and therefore denies them. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

152. Samsung admits that a Samsung user manual for the Galaxy S24 Ultra smartphone is available for download at https://downloadcenter.samsung.com/content/UM/202505/20250521090034599/SM-S92X_UG_LTN_15_Eng_Rev.1.1_250519.pdf. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

153. Samsung admits that this Paragraph includes an excerpt of a user manual located at https://downloadcenter.samsung.com/content/UM/202505/20250521090034599/SM-S92X_UG_LTN_15_Eng_Rev.1.1_250519.pdf, dated May 2025, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

154. To the extent the allegations in Paragraph 154 are based on acts of users outside of Samsung's control, Samsung lacks sufficient knowledge or information to form a belief about the truth of those allegations, and therefore denies them. Samsung specifically denies that it provides instructions to use the Accused Products in an infringing manner. Samsung specifically denies that any of the Accused Products or their use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

155. Denied.

156. Denied.

ii. RAN Products

157. Samsung admits that at least some of its consumer electronics products, including at least some of the alleged products identified in this Paragraph, consist of radio access network

equipment and components, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

158. Samsung admits that at least some of its consumer electronics products can provide a 5G cellular data connection to mobile devices, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

159. Paragraph 159 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

160. Paragraph 160 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

161. Samsung admits that Paragraph 161 refers to a document from the www.samsung.com/global/ website, dated August 8, 2024, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

162. Samsung admits that Paragraph 162 refers to a page from the www.samsung.com/global/ website, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

163. Denied.

164. Samsung admits that it provides installation instructions for some of its products, but specifically denies that it provides instructions to use the Accused Products in an infringing manner. Samsung specifically denies that any of the Accused Products or their use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

165. Samsung admits that Paragraph 165 refers to an installation manual located at https://fcc.report/FCC-ID/A3LMT6402-48A/4387889.pdf, dated May 2019, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

166. Samsung admits that it provides white papers regarding some of its products. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

167. Samsung admits that Paragraph 167 refers to a technical white paper located at https://images.samsung.com/is/content/samsung/p5/global/business/networks/insights/white-papers/1208_massive-mimo-for-new-radio/MassiveMIMOforNRTechnicalWhitePaper-v1.2.0.pdf, dated December 2020, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

168. Samsung admits that Paragraph 168 refers to a technical white paper located at https://images.samsung.com/is/content/samsung/p5/global/business/networks/insights/white-papers/1208_massive-mimo-for-new-radio/MassiveMIMOforNRTechnicalWhitePaper-v1.2.0.pdf, dated December 2020, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

169. Samsung admits that Paragraph 169 refers to a technical white paper located at https://images.samsung.com/is/content/samsung/p5/global/business/networks/insights/white-papers/1208_massive-mimo-for-new-radio/MassiveMIMOforNRTechnicalWhitePaper-

v1.2.0.pdf, dated December 2020, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

170. Samsung admits that Paragraph 170 refers to a technical white paper located at https://images.samsung.com/is/content/samsung/p5/global/business/networks/insights/white-papers/1208_massive-mimo-for-new-radio/MassiveMIMOforNRTechnicalWhitePaper-v1.2.0.pdf, dated December 2020, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

171. To the extent that any allegation in Paragraph 171 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Samsung admits that the n78 5G band includes 3.5 GHz. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

172. To the extent that any allegation in Paragraph 172 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

173. To the extent that any allegation in Paragraph 173 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

174. Denied.

175. Denied.

iii. Advanced Antenna Mobile Devices

176. Samsung admits that at least some of its consumer electronics products, including at least some of the alleged products identified in this Paragraph, are wireless devices that can operate at multiple frequencies and include antennas, but specifically denies that any of these

products infringe any claim of the Asserted Patents. To the extent this Paragraph alleges that any Accused Product satisfies a claim limitation of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

177. Samsung admits that at least some of its consumer electronics products include one or more RF front-end modules and/or modems, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

178. Samsung admits that at least some of its consumer electronics products include a Qualcomm Snapdragon X55 modem, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

179. Samsung admits that at least some of its consumer electronics products include a Qualcomm X60 or X65 modem, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

180. Samsung admits that at least some of its consumer electronics products include a MediaTek Dimensity 9300+ chipset, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

181. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

182. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

183. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

184. Samsung admits that at least some of its consumer electronics products include a Qorvo integrated circuit, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

185. Samsung admits that at least some of its consumer electronics products include a Qorvo integrated circuit, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

186. Admitted.

187. Samsung admits that Paragraph 187 refers to an article located at https://www.qorvo.com/newsroom/news/2021/qorvo-recognized-by-samsung-for-best-quality-in-mobile, dated May 27, 2021, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

188. Admitted.

189. Samsung admits that at least some of its consumer electronics products include a Qorvo integrated circuit, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

190. Paragraph 190 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt.

40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

191. Paragraph 191 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

192. Paragraph 192 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

193. Paragraph 193 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

194. Paragraph 194 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

195. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

196. Paragraph 196 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt.

40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

197. To the extent that any allegation in Paragraph 197 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

198. To the extent that any allegation in Paragraph 198 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

199. To the extent that any allegation in Paragraph 199 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

200. To the extent that any allegation in Paragraph 200 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

201. To the extent that any allegation in Paragraph 201 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

202. To the extent that any allegation in Paragraph 202 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

203. Paragraph 203 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt.

40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

204. Paragraph 204 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

205. Paragraph 205 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

206. Paragraph 206 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

207. Samsung admits that at least some of its consumer electronics products include a Qualcomm QTM525 or QTM545 module, but specifically denies that any of these products infringe any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

208. Denied.

209. Denied.

210. Denied.

211. Denied.

212. Denied.

213. Samsung admits that it provides user manuals for some products, but specifically denies that it provides instructions to use the Accused Products in an infringing manner. Samsung specifically denies that any of the Accused Products or their use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

214. Samsung admits that it provides user manuals for some products, but specifically denies that it provides instructions to use the Accused Products in an infringing manner. Samsung specifically denies that any of the Accused Products or their use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

215. To the extent that any allegation in Paragraph 215 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

216. Samsung admits that Paragraph 216 refers to a user guide located at https://downloadcenter.samsung.com/content/UM/202505/20250521090034599/SM-S92X_UG_LTN_15_Eng_Rev.1.1_250519.pdf, dated May 2025, which speaks for itself. To the extent that any allegation in Paragraph 216 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

iv. Samsung Knox Suite

217. Samsung admits that its products include the Knox Suite, but specifically denies that this product or its use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

218. Samsung admits that Knox Suite has an embedded security framework. To the extent that any allegation in Paragraph 218 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

219. Samsung admits that Knox Suite includes hardware-based protections. To the extent that any allegation in Paragraph 219 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

220. To the extent that any allegation in Paragraph 220 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

221. Samsung admits that Knox Manage is a cloud-based enterprise mobility management (EMM) platform. To the extent that any allegation in Paragraph 221 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

222. Samsung admits that Knox Asset Intelligence is a Knox service. To the extent that any allegation in Paragraph 222 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

223. To the extent that allegations in Paragraph 223 are based on acts of users outside Samsung's control, Samsung lacks sufficient knowledge or information to form a belief about the truth of those allegations, and therefore denies them. To the extent that any allegation in Paragraph

223 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

224. To the extent that allegations in Paragraph 224 are based on acts of users outside Samsung's control, Samsung lacks sufficient knowledge or information to form a belief about the truth of those allegations, and therefore denies them. To the extent that any allegation in Paragraph 224 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

225. To the extent that allegations in Paragraph 224 are based on acts of users outside Samsung's control, Samsung lacks sufficient knowledge or information to form a belief about the truth of those allegations, and therefore denies them. To the extent that any allegation in Paragraph 225 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

226. Samsung admits that Paragraph 226 refers to a document from the docs.samsungknox.com website, which speaks for itself. To the extent that any allegation in Paragraph 226 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

227. Samsung admits that Paragraph 227 refers to a document from the docs.samsungknox.com website, which speaks for itself. To the extent that any allegation in Paragraph 227 of the Complaint is intended as an allegation that any Samsung product infringes

any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

228. Samsung admits that Paragraph 228 refers to a document from the docs.samsungknox.com website, which speaks for itself. To the extent that any allegation in Paragraph 228 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

229. Samsung admits that Paragraph 229 contains an excerpt from the document located at https://www.content.shi.com/cms-content/accelerator/media/pdfs/samsung-mobility/samsung-mobility-063022-knox-asset-intelligence-flyer.pdf, which speaks for itself. To the extent that any allegation in Paragraph 229 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

230. To the extent that any allegation in Paragraph 230 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

231. To the extent that any allegation in Paragraph 231 of the Complaint is intended as an allegation that any Samsung product infringes any claim of the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

232. To the extent that allegations in Paragraph 232 are based on acts of users outside Samsung's control, Samsung lacks sufficient knowledge or information to form a belief about the truth of those allegations, and therefore denies them. To the extent that any allegation in Paragraph 232 of the Complaint is intended as an allegation that any Samsung product infringes any claim of

the Asserted Patents, it is denied. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

233. Samsung admits that the Knox Suite provides a dashboard, but specifically denies that it or its use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

234. Samsung admits that the Knox Suite can send updates to end user devices, but specifically denies that it or its use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

235. Paragraph 235 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

236. Paragraph 236 alleges legal conclusions and contentions, and therefore, a response to this allegation is premature and not required. *See Cywee*, No. 2:17-CV-00140-JRG-RSP, Dkt. 40, at *2. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

237. Samsung admits that the Knox Suite allows the user to request support, but specifically denies that it or its use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

238. Samsung admits that the Knox Suite can be used remotely to resolve problems, but specifically denies that it or its use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

239. Samsung admits that the Knox Suite allows the user to manage devices' Wi-Fi settings, but specifically denies that it or its use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

240. Samsung admits that the Knox Suite can be used to deploy firmware, but specifically denies that it or its use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

241. Samsung admits that the Knox Suite can send certain instructions or firmware updates, but specifically denies that it or its use infringes any claim of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

242. Admitted.

243. Denied.

244. Denied.

D. Samsung's Knowledge of Prof. Rappaport's Work and the Asserted Patents

245. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

246. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

247. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

248. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

249. Denied.

250. Samsung admits that Professor Rappaport has presented his work to certain employees of Samsung's affiliates. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

251. Samsung admits that it has been a founding industrial affiliate member of NYU WIRELESS. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

252. Samsung admits that Paragraph 252 refers to an article located at https://wireless.engineering.nyu.edu/newsletter/pulse-final-spring-2019.pdf dated Spring 2019 which, on its face, contains purported quotes of Charlie Zhang. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

253. Samsung admits that it sponsored and participated in certain research projects with NYU WIRELESS. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

254. Samsung admits that Paragraph 254 refers to a presentation located at https://wireless.engineering.nyu.edu/presentations/samsung.pdf dated June 11, 2013, which speaks for itself. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

255. Samsung admits that Paragraph 255 refers to an article located at https://cacm.acm.org/news/nsf-grant-to-help-point-way-to-5g-wireless/, dated November 7, 2013, which, on its face, contains purported quotes of Wonil Roh. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

256. Samsung is without knowledge or information sufficient to admit or deny the allegations of this Paragraph and therefore denies them.

257. Samsung admits that the papers referenced in Paragraph 257, on their face, list T. Rappaport as a co-author. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

258. Samsung admits that the papers referenced in Paragraph 258, on their face, reference works co-authored by T. Rappaport. Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

259. Samsung admits that the petition for *inter partes* review and expert declaration cited in Paragraph 259, on their face, contain citations to *Wireless Communications: Principles and practice*, Prentice Hall (1996). Samsung is without knowledge or information sufficient to admit or deny the remaining allegations of this Paragraph and therefore denies them.

260. Denied.

261. Samsung states that the prosecution history of U.S. Patent Application No. 11/977,603 speaks for itself. Samsung denies that the cited prosecution history establishes awareness of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

262. Samsung states that the prosecution history of U.S. Patent Application No. 15/063,018 speaks for itself. Samsung denies that the cited prosecution history establishes awareness of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

263. Samsung states that the prosecution history of U.S. Patent Application No. 15/898,316 speaks for itself. Samsung denies that the cited prosecution history establishes awareness of the Asserted Patents. Except as expressly admitted, Samsung denies any remaining allegations of this Paragraph.

264. Denied.

FIRST CAUSE OF ACTION
(Infringement of the ’194 Patent)

265. Samsung repeats its responses to each and every preceding paragraph as if fully stated herein.

266. Denied.

267. Denied.

268. Denied.

269. Denied.

270. Denied.

271. Denied.

272. Denied.

273. Denied.

274. Denied.

275. Denied.

SECOND CAUSE OF ACTION
(Infringement of the ’754 Patent)

276. Samsung repeats its responses to each and every preceding paragraph as if fully stated herein.

277. Denied.

278. Denied.

279. Denied.

280. Denied.

281. Denied.

282. Denied.

283. Denied.

284. Denied.

285. Denied.

286. Denied..

THIRD CAUSE OF ACTION
(Infringement of the ’337 Patent)

287. Samsung repeats its responses to each and every preceding paragraph as if fully stated herein.

288. Denied.

289. Denied.

290. Denied.

291. Denied.

292. Denied.

293. Denied.

294. Denied.

295. Denied.

296. Denied.

297. Denied.

FOURTH CAUSE OF ACTION
(Infringement of the ’999 Patent)

298. Samsung repeats its responses to each and every preceding paragraph as if fully stated herein.

299. Denied.

300. Denied.

301. Denied.

302. Denied.

303. Denied.

304. Denied.

305. Denied.

306. Denied.

307. Denied.

308. Denied.

FIFTH CAUSE OF ACTION
(Infringement of the '783 Patent)

309. Samsung repeats its responses to each and every preceding paragraph as if fully stated herein.

310. Denied.

311. Denied.

312. Denied.

313. Denied.

314. Denied.

315. Denied.

316. Denied.

317. Denied.

318. Denied.

319. Denied.

SIXTH CAUSE OF ACTION

(Infringement of the ’763 Patent)

320. Samsung repeats its responses to each and every preceding paragraph as if fully stated herein.

321. Denied.

322. Denied.

323. Denied.

324. Denied.

325. Denied.

326. Denied.

327. Denied.

328. Denied.

329. Denied.

330. Denied.

SEVENTH CAUSE OF ACTION
(Infringement of the ’358 Patent)

331. Samsung repeats its responses to each and every preceding paragraph as if fully stated herein.

332. Denied.

333. Denied.

334. Denied.

335. Denied.

336. Denied.

337. Denied.

338. Denied.

339. Denied.

340. Denied.

341. Denied.

EIGHTH CAUSE OF ACTION
(Infringement of the ’625 Patent)

342. Samsung repeats its responses to each and every preceding paragraph as if fully stated herein.

343. Denied.

344. Denied.

345. Denied.

346. Denied.

347. Denied.

348. Denied.

349. Denied.

350. Denied.

351. Denied.

352. Denied.

NINTH CAUSE OF ACTION
(Infringement of the ’548 Patent)

353. Samsung repeats its responses to each and every preceding paragraph as if fully stated herein.

354. Denied.

355. Denied.

356. Denied.

357. Denied.

358. Denied.

359. Denied.

360. Denied.

361. Denied.

362. Denied.

363. Denied.

TENTH CAUSE OF ACTION
(Infringement of the ’794 Patent)

364. Samsung repeats its responses to each and every preceding paragraph as if fully stated herein.

365. Denied.

366. Denied.

367. Denied.

368. Denied.

369. Denied.

370. Denied.

371. Denied.

372. Denied.

373. Denied.

374. Denied.

ELEVENTH CAUSE OF ACTION
(Infringement of the ’925 Patent)

375. Samsung repeats its responses to each and every preceding paragraph as if fully stated herein.

376. Denied.

377. Denied.

378. Denied.

379. Denied.

380. Denied.

381. Denied.

382. Denied.

383. Denied.

384. Denied.

385. Denied.

TWELFTH CAUSE OF ACTION
(Infringement of the '700 Patent)

386. Samsung repeats its responses to each and every preceding paragraph as if fully stated herein.

387. Denied.

388. Denied.

389. Denied.

390. Denied.

391. Denied.

392. Denied.

393. Denied.

394. Denied.

395. Denied.

396. Denied.

JURY TRIAL DEMANDED [BY MASSIVELY BROADBAND]

Samsung admits that Massively Broadband sets forth a demand for a trial by jury. Samsung likewise demands a trial by jury on all issues so triable raised by the Complaint or by Samsung's Answer pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF [BY MASSIVELY BROADBAND]

Samsung denies that Massively Broadband is entitled to any of the relief requested in the section of the Complaint entitled "Prayer for Relief," or any relief in any form from either the Court or from Samsung. Massively Broadband's Prayer for Relief should, therefore, be denied in its entirety and with prejudice, and Massively Broadband should take nothing. To the extent any statement in the Relief Requested is deemed factual, it is denied.

* * * * *

AFFIRMATIVE AND OTHER DEFENSES

Upon information and belief, and subject to its responses above, Samsung alleges and asserts the following defenses in response to the allegations of the Complaint, without admitting or acknowledging that Samsung bears the burden of proof as to any of them or that any must be pleaded as defenses. Regardless of how such defenses are listed herein, Samsung undertakes the burden of proof only as to those defenses that are deemed affirmative defenses as a matter of law. Samsung expressly reserves the right to amend or raise additional defenses pursuant to the Docket Control Order as additional information becomes available through further investigation and discovery.

FIRST DEFENSE – NON-INFRINGEMENT OF THE ’194 PATENT

1. Samsung does not infringe and has not infringed the ’194 patent directly, indirectly, literally, or under the doctrine of equivalents, or in any other manner, and is not liable for infringement of any valid and enforceable claim of the ’194 patent.

SECOND DEFENSE – NON-INFRINGEMENT OF THE ’754 PATENT

2. Samsung does not infringe and has not infringed the ’754 patent directly, indirectly, literally, or under the doctrine of equivalents, or in any other manner, and is not liable for infringement of any valid and enforceable claim of the ’754 patent.

THIRD DEFENSE – NON-INFRINGEMENT OF THE ’337 PATENT

3. Samsung does not infringe and has not infringed the ’337 patent directly, indirectly, literally, or under the doctrine of equivalents, or in any other manner, and is not liable for infringement of any valid and enforceable claim of the ’337 patent.

FOURTH DEFENSE – NON-INFRINGEMENT OF THE ’999 PATENT

4. Samsung does not infringe and has not infringed the ’999 patent directly, indirectly, literally, or under the doctrine of equivalents, or in any other manner, and is not liable for infringement of any valid and enforceable claim of the ’999 patent.

FIFTH DEFENSE – NON-INFRINGEMENT OF THE ’783 PATENT

5. Samsung does not infringe and has not infringed the ’783 patent directly, indirectly, literally, or under the doctrine of equivalents, or in any other manner, and is not liable for infringement of any valid and enforceable claim of the ’783 patent.

SIXTH DEFENSE – NON-INFRINGEMENT OF THE ’763 PATENT

6. Samsung does not infringe and has not infringed the ’763 patent directly, indirectly, literally, or under the doctrine of equivalents, or in any other manner, and is not liable for infringement of any valid and enforceable claim of the ’763 patent.

SEVENTH DEFENSE – NON-INFRINGEMENT OF THE ’358 PATENT

7. Samsung does not infringe and has not infringed the ’358 patent directly, indirectly, literally, or under the doctrine of equivalents, or in any other manner, and is not liable for infringement of any valid and enforceable claim of the ’358 patent.

EIGHTH DEFENSE – NON-INFRINGEMENT OF THE ’625 PATENT

8. Samsung does not infringe and has not infringed the ’625 patent directly, indirectly, literally, or under the doctrine of equivalents, or in any other manner, and is not liable for infringement of any valid and enforceable claim of the ’625 patent.

NINTH DEFENSE – NON-INFRINGEMENT OF THE ’548 PATENT

9. Samsung does not infringe and has not infringed the ’548 patent directly, indirectly, literally, or under the doctrine of equivalents, or in any other manner, and is not liable for infringement of any valid and enforceable claim of the ’548 patent.

TENTH DEFENSE – NON-INFRINGEMENT OF THE ’794 PATENT

10. Samsung does not infringe and has not infringed the ’794 patent directly, indirectly, literally, or under the doctrine of equivalents, or in any other manner, and is not liable for infringement of any valid and enforceable claim of the ’794 patent.

ELEVENTH DEFENSE – NON-INFRINGEMENT OF THE ’925 PATENT

11. Samsung does not infringe and has not infringed the ’925 patent directly, indirectly, literally, or under the doctrine of equivalents, or in any other manner, and is not liable for infringement of any valid and enforceable claim of the ’925 patent.

TWELFTH DEFENSE – NON-INFRINGEMENT OF THE ’700 PATENT

12. Samsung does not infringe and has not infringed the ’700 patent directly, indirectly, literally, or under the doctrine of equivalents, or in any other manner, and is not liable for infringement of any valid and enforceable claim of the ’700 patent.

THIRTEENTH DEFENSE – INVALIDITY OF THE ’194 PATENT

13. The claims of the ’194 patent are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

FOURTEENTH DEFENSE – INVALIDITY OF THE ’754 PATENT

14. The claims of the ’754 patent are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

FIFTEENTH DEFENSE – INVALIDITY OF THE ’337 PATENT

15. The claims of the ’337 patent are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

SIXTEENTH DEFENSE – INVALIDITY OF THE ’999 PATENT

16. The claims of the ’999 patent are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

SEVENTEENTH DEFENSE – INVALIDITY OF THE ’783 PATENT

17. The claims of the ’783 patent are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

EIGHTEENTH DEFENSE – INVALIDITY OF THE ’763 PATENT

18. The claims of the ’763 patent are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

NINETEENTH DEFENSE – INVALIDITY OF THE ’358 PATENT

19. The claims of the ’358 patent are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

TWENTIETH DEFENSE – INVALIDITY OF THE ’625 PATENT

20. The claims of the ’625 patent are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

TWENTY-FIRST DEFENSE – INVALIDITY OF THE ’548 PATENT

21. The claims of the ’548 patent are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

TWENTY-SECOND DEFENSE – INVALIDITY OF THE ’794 PATENT

22. The claims of the ’794 patent are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

TWENTY-THIRD DEFENSE – INVALIDITY OF THE ’925 PATENT

23. The claims of the ’925 patent are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

TWENTY-FOURTH DEFENSE – INVALIDITY OF THE ’700 PATENT

24. The claims of the ’700 patent are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

TWENTY-FIFTH DEFENSE – PROSECUTION HISTORY ESTOPPEL (’194 PATENT)

25. Massively Broadband’s claims for relief are barred in whole or in part by prosecution history estoppel and/or prosecution history disclaimer based on amendments, statements, admissions, omissions, representations, disclaimers, and/or disavowals made by the applicants for the ’194 patent.

TWENTY-SIXTH DEFENSE – PROSECUTION HISTORY ESTOPPEL (’754 PATENT)

26. Massively Broadband’s claims for relief are barred in whole or in part by prosecution history estoppel and/or prosecution history disclaimer based on amendments, statements, admissions, omissions, representations, disclaimers, and/or disavowals made by the applicants for the ’754 patent.

TWENTY-SEVENTH DEFENSE – PROSECUTION HISTORY ESTOPPEL ('337 PATENT)

27. Massively Broadband's claims for relief are barred in whole or in part by prosecution history estoppel and/or prosecution history disclaimer based on amendments, statements, admissions, omissions, representations, disclaimers, and/or disavowals made by the applicants for the '337 patent.

TWENTY-EIGHTH DEFENSE – PROSECUTION HISTORY ESTOPPEL ('999 PATENT)

28. Massively Broadband's claims for relief are barred in whole or in part by prosecution history estoppel and/or prosecution history disclaimer based on amendments, statements, admissions, omissions, representations, disclaimers, and/or disavowals made by the applicants for the '999 patent.

TWENTY-NINTH DEFENSE – PROSECUTION HISTORY ESTOPPEL ('783 PATENT)

29. Massively Broadband's claims for relief are barred in whole or in part by prosecution history estoppel and/or prosecution history disclaimer based on amendments, statements, admissions, omissions, representations, disclaimers, and/or disavowals made by the applicants for the '783 patent.

THIRTIETH DEFENSE – PROSECUTION HISTORY ESTOPPEL ('763 PATENT)

30. Massively Broadband's claims for relief are barred in whole or in part by prosecution history estoppel and/or prosecution history disclaimer based on amendments, statements, admissions, omissions, representations, disclaimers, and/or disavowals made by the applicants for the '763 patent.

THIRTY-FIRST DEFENSE – PROSECUTION HISTORY ESTOPPEL ('358 PATENT)

31. Massively Broadband's claims for relief are barred in whole or in part by prosecution history estoppel and/or prosecution history disclaimer based on amendments,

statements, admissions, omissions, representations, disclaimers, and/or disavowals made by the applicants for the ’358 patent.

THIRTY-SECOND DEFENSE – PROSECUTION HISTORY ESTOPPEL (’625 PATENT)

32. Massively Broadband’s claims for relief are barred in whole or in part by prosecution history estoppel and/or prosecution history disclaimer based on amendments, statements, admissions, omissions, representations, disclaimers, and/or disavowals made by the applicants for the ’625 patent.

THIRTY-THIRD DEFENSE – PROSECUTION HISTORY ESTOPPEL (’548 PATENT)

33. Massively Broadband’s claims for relief are barred in whole or in part by prosecution history estoppel and/or prosecution history disclaimer based on amendments, statements, admissions, omissions, representations, disclaimers, and/or disavowals made by the applicants for the ’548 patent.

THIRTY-FOURTH DEFENSE – PROSECUTION HISTORY ESTOPPEL (’794 PATENT)

34. Massively Broadband’s claims for relief are barred in whole or in part by prosecution history estoppel and/or prosecution history disclaimer based on amendments, statements, admissions, omissions, representations, disclaimers, and/or disavowals made by the applicants for the ’794 patent.

THIRTY-FIFTH DEFENSE – PROSECUTION HISTORY ESTOPPEL (’925 PATENT)

35. Massively Broadband’s claims for relief are barred in whole or in part by prosecution history estoppel and/or prosecution history disclaimer based on amendments, statements, admissions, omissions, representations, disclaimers, and/or disavowals made by the applicants for the ’925 patent.

THIRTY-SIXTH DEFENSE – PROSECUTION HISTORY ESTOPPEL ('700 PATENT)

36. Massively Broadband's claims for relief are barred in whole or in part by prosecution history estoppel and/or prosecution history disclaimer based on amendments, statements, admissions, omissions, representations, disclaimers, and/or disavowals made by the applicants for the '700 patent.

THIRTY-SEVENTH DEFENSE – STATUTORY LIMIT ON DAMAGES

37. Massively Broadband's claim for damages, equitable relief, and/or costs is statutorily limited by 35 U.S.C. §§ 286, 287, and/or 288.

THIRTY-EIGHTH DEFENSE – NO WILLFUL INFRINGEMENT

38. Massively Broadband is not entitled to enhanced or increased damages for willful infringement because Samsung has not engaged in any conduct that meets the applicable standard for willful infringement.

THIRTY-NINTH DEFENSE – NO EXCEPTIONAL CASE

39. Massively Broadband cannot prove that this is an exceptional case justifying award of attorney's fees against Samsung pursuant to 35 U.S.C. § 285.

FORTIETH DEFENSE – WAIVER, EQUITABLE ESTOPPEL, ACQUIESCENCE, UNCLEAN HANDS

40. Massively Broadband's claims are barred, in whole or in part, or its remedies limited, by the doctrines of waiver, implied waiver, equitable estoppel, acquiescence, and/or unclean hands.

FORTY-FIRST DEFENSE – LICENSE, IMPLIED LICENSE, EXHAUSTION

41. Massively Broadband's claims for patent infringement are precluded in whole or in part (i) to the extent that any allegedly infringing products or components thereof are supplied, directly or indirectly, to Samsung by or by Samsung to any entity or entities having express or

implied licenses or covenant not to sue or assert the Asserted Patents and/or (ii) under the doctrine of patent exhaustion. Additionally, Massively Broadband's claims for patent infringement are precluded in whole or in part by any direct licenses or agreements/covenants not to sue that pertain to Samsung. Additionally, Massively Broadband's claims for patent infringement are precluded in whole or in part by direct or implied licenses and/or covenants not to sue that pertain to Massively Broadband or prior assignees affiliations with any defensive patent trust.

FORTY-SECOND – NO INJUNCTIVE RELIEF

42. Massively Broadband's claims for relief are barred in whole or in part because Massively Broadband is not entitled to injunctive relief. Any alleged injury to Massively Broadband is not immediate or irreparable and Massively Broadband has an adequate remedy at law.

FORTY-THIRD DEFENSE – FAILURE TO STATE A CLAIM

43. The Complaint fails to state a claim upon which relief can be granted.

FORTY-FOURTH DEFENSE – STANDING/OWNERSHIP

44. To the extent that Massively Broadband was not the sole and total owner of all substantial rights in any of the Asserted Patents as of the filing date of the Complaint, Massively Broadband lacks standing to bring one or more claims in this lawsuit.

FORTY-FIFTH DEFENSE – ACTIONS OF OTHERS

45. On information and belief, Massively Broadband's claims are barred, in whole or in part, because Samsung is not liable for the acts of others over whom it has no control.

FORTY-SIXTH DEFENSE – FAILURE TO MARK

46. On information and belief, Massively Broadband's claims are limited, in whole or in part, because Massively Broadband or its licensees have failed to comply with the marking and notice provisions of 35 U.S.C. § 287(a).

FORTY-SEVENTH DEFENSE – TERRITORIALITY

47. To the extent Massively Broadband's claims are directed to acts occurring outside the United States, those claims for relief are barred or limited by the doctrine of territoriality, including but not limited to 35 U.S.C. § 271(a).

FOURTH-EIGHTH DEFENSE – ENSNAREMENT

48. To the extent Massively Broadband sufficiently alleges infringement of the Asserted Patents under the doctrine of equivalents, its claims are barred under the ensnarement doctrine to the extent that Massively Broadband's allegation encompasses, or "ensnares," prior art. Samsung specifically reserves the right to supplement its disclosure with respect to this defense.

RESERVATION OF DEFENSES

49. Discovery in this action has not yet commenced and Samsung continues to investigate the allegations set forth in the Complaint. Samsung hereby provides explicit notice to Massively Broadband that it intends to rely upon such other defenses as may become available by law or in equity, or pursuant to statute, as discovery proceeds in this action, and hereby reserves the right to assert such additional defenses. Assertion of a defense is not a concession that Samsung has the burden of proving the matter asserted.

PRAYER FOR RELIEF

Samsung respectfully prays for the following relief and requests that this Court enter judgment as follows:

A. That the Court dismiss Massively Broadband's claims in its Complaint against Samsung with prejudice, and enter judgment on the Complaint in favor of Samsung and against Massively Broadband;

B. That the Court deny all relief requested by Massively Broadband in its Complaint against Samsung;

C. That the Court enter judgment in favor of Samsung and against Massively Broadband on all of Samsung's Defenses;

D. A judgment that the claims of the Asserted Patents are invalid;

E. A judgment that Samsung has not infringed, contributed to the infringement of, or induced others to infringe, either directly or indirectly, any valid claims of the Asserted Patents;

F. A judgment that this action is exceptional within the meaning of 35 U.S.C. § 285 and that Samsung is entitled to recover its reasonable attorney's fees upon prevailing in this action;

G. An award to Samsung of its fees and expenses of litigation, including but not limited to attorney's fees and costs;

H. A judgment limiting or barring Massively Broadband's ability to enforce the Asserted Patents in equity; and

I. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

In accordance with Rule 38 of the Federal Rules of Civil Procedure and Local Rule CV-38, Samsung respectfully demands a trial by jury on all issues so triable in this action.

Dated: September 29, 2025

By *__/s/ Sean Pak*

Sean Pak
California Bar No. 219032 (*pro hac vice* pending)
seanpak@quinnemanuel.com
QUINN EMANUEL URQUHART & SULLIVAN, LLP
50 California Street, 22nd Floor
San Francisco, CA 94111
Tel: 415-875-6600
Fax: 415-875-6700

Kevin Hardy
D.C. Bar No. 473941 (admitted in E.D. Tex.)
kevinhardy@quinnemanuel.com
QUINN EMANUEL URQUHART & SULLIVAN, LLP
1300 I Street, N.W., Suite 900
Washington, DC 20005
Tel: 202.538.8000
Fax: 202.538.8100

Matthew Robson
New York Bar No. 4611505 (*pro hac vice* forthcoming)
matthewrobson@quinnemanuel.com
QUINN EMANUEL URQUHART & SULLIVAN, LLP
295 5th Avenue, 9th Floor,
New York, New York 10016
Tel: (212) 849-7000
Fax: (212) 849-7100

Melissa R. Smith
Texas State Bar No. 24001351
melissa@gillamsmithlaw.com
GILLAM & SMITH, LLP
303 South Washington Avenue
Marshall, Texas 75670
Phone: (903) 934-8450
Fax: (903) 934-9257

Counsel for Defendants Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via CM/ECF on September 29, 2025.

/s/ Sean Pak