

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

UNILOC USA, INC., UNILOC 2017 LLC	§	
and UNILOC LICENSING USA LLC,	§	Civil Action No. 3:18-cv-02120
	§	
Plaintiffs,	§	
	§	
v.	§	PATENT CASE
	§	
LG ELECTRONICS U.S.A., INC.	§	
and LG ELECTRONICS, INC.,	§	
	§	
Defendants.	§	JURY TRIAL DEMANDED
	§	

**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiffs, Uniloc USA, Inc., Uniloc 2017 LLC and Uniloc Licensing USA LLC (together, “Uniloc”), for their complaint against defendants, LG Electronics U.S.A., Inc. and LG Electronics, Inc. (together “LG”), allege as follows:

**THE PARTIES**

1. Uniloc USA, Inc. is a Delaware corporation having a regular and established place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano, Texas 75024.
2. Uniloc 2017 LLC is a Delaware corporation having addresses at 1209 Orange Street, Wilmington, Delaware 19801 and 620 Newport Center Drive, Newport Beach, California 92660.
3. Uniloc Licensing USA LLC is a Delaware corporation having addresses at 1209 Orange Street, Wilmington, Delaware 19801 and 620 Newport Center Drive, Newport Beach, California 92660.

4. Uniloc is the owner of all substantial rights, title and interest in and to U.S. Patent No. 7,190,408 (“the ’408 Patent”), entitled TV-RECEIVER, IMAGE DISPLAY APPARATUS, TV-SYSTEM AND METHOD FOR DISPLAYING AN IMAGE which issued on March 13, 2007. A copy of the ’408 Patent is attached as Exhibit A

5. LG Electronics U.S.A., Inc. is a Delaware corporation having a regular and established place of business at 2151-2155 Eagle Parkway, Fort Worth, Texas 76177 and may be served with process through its registered agent for service in Texas: United States Corporation Company, 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701.

6. LG Electronics, Inc. is a South Korean corporation having a principal place of business at LG Twin Tower 128, Yeoui-daero, Yeongdeungpo-gu, Seoul, Korea.

7. LG imports and offers its products, including those accused herein of infringement, for sale and sells such products to customers located in the judicial Northern District of Texas.

#### **JURISDICTION AND VENUE**

8. Uniloc brings this action for patent infringement under the patent laws of the United States, 35 U.S.C. § 271, *et seq.* This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

9. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400(b). LG has committed acts of infringement in this judicial district and maintains regular and established places of business in this district, as set forth above.

#### **COUNT I** (INFRINGEMENT OF U.S. PATENT NO. 7,190,408)

10. Uniloc incorporates paragraphs 1-9 above by reference.

11. The '408 Patent describes in detail and claims in various ways inventions in systems and devices for improved receipt and decoding of broadcast TV signals to adapt certain portions of the decoded images.

12. The '408 Patent describes problems and shortcomings in the then-existing field of resolving image sizes to be displayed on a video screen, such as a TV. The technological improvements and solutions described and claimed in the '408 Patent were not conventional or generic at the time of their respective inventions but involved novel and non-obvious approaches to the problems and shortcomings prevalent in the art at the time.

13. The inventions claimed in the '408 Patent involve and cover more than just the performance of well-understood, routine and/or conventional activities known to the industry prior to the invention of such novel and non-obvious methods, systems and devices by the '408 Patent inventor.

14. The inventions claimed in the '408 Patent represent technological solutions to technological problems. The written description of the '408 Patent describes in technical detail each of the limitations of the claims, allowing a person of ordinary skill in the art to understand what the limitations cover and how the non-conventional and non-generic combination of claim elements differ markedly from and improved upon what may have been considered conventional or generic.

15. LG imports, uses, offers for sale and sells in the United States digital televisions that implement the Advanced Television Systems Committee ("ATSC") standard and include a zoom picture functionality, including those designated: OLED55B6P, OLED65B6P, OLED55C6P, OLED65C6P, OLED55B7P, OLED55C7P, OLED55E6P, PLED65E6P, OLED55E7P, OLED55B7A, OLED65B7P, OLED65C7P, OLED65E7P, OLED65B7A,

OLED65W7P, OLED77W7P, OLED65G7P, OLED77G7P, 49UJ7700, 55UJ7700, 55UJ7750, 60UJ7700, 65UJ7700, 65UJ7750, 55SJ8000, 55SJ800A, 55SJ8500, 60SJ8000, 60SJ800A, 60SJ8500, 65SJ8000, 65SJ800A, 65SJ8500, 65SJ850A, 65SJ9500, 75SJ8570, 75SJ857A, 86SJ9570, 50UH5500, 65UH5500, 49UH610A, 55UH615A, 60UH615A, 65UH615A, 43UH6100, 49UH6100, 49UH6090, 55UH6090, 55UH6150, 60UH6150, 65UH6150, 50UH6300, 58UH6300, 70UH6350, 43UH6500, 49UH6500, 55UH6550, 60UH6550, 65UH6550, 75UH6550, 43UH7500, 49UH7500, 55UH7500, 60UH7500, 65UH7500, 49UH7700, 55UH7700, 60UH7700, 65UH7700, 55UH8500, 60UH8500, 65UH8500, 75UH8500, 65UH9500, 86UH9500, 98UH9800, (collectively “Accused Infringing Devices”).

16. The Accused Infringing Devices incorporate video screens for displaying images derived from decoded TV signals received, for example, from a television station broadcasting in digital format (“DTV”) whereby the size of the image may be changed by the viewer. For example, the viewer may use the Live Zoom function to enlarge a portion of the image for better viewing.

17. LG has infringed, and continues to infringe, claims of the ’408 Patent in the United States, including claims 1-2 and 7-11, by making, using, offering for sale, selling and/or importing the Accused Infringing Devices in violation of 35 U.S.C. § 271(a).

18. LG specifically, knowingly and intentionally incorporates into the Accused Infringing Devices components and software that enable the devices to operate as described above to infringe the ’408 Patent.

19. In its marketing, promotional and/or instructional materials, including those identified below, LG also intentionally instructs its customers to use the Accused Infringing Devices in a manner that causes the devices to infringe the asserted claims of the ’408 Patent.

20. LG has also infringed, and continues to infringe, claims 1-2 and 7-11 of the '408 Patent by actively inducing others to use, offer for sale, and sell the Accused Infringing Devices. LG's customers who use those devices in accordance with LG's instructions infringe claims 1-2 and 7-11 of the '408 Patent, in violation of 35 U.S.C. § 271(a). LG intentionally instructs its customers to infringe through training videos, demonstrations, brochures, installation and user guides and instructional and marketing materials, such as those located at one or more of the following:

- [www.lg.com/us/tvs/all-tvs](http://www.lg.com/us/tvs/all-tvs)
- [www.lg.com/4K](http://www.lg.com/4K)
- [www.lg.com/us/support-product/lg-\[product number\]](http://www.lg.com/us/support-product/lg-[product number])  
*e.g.* [www.lg.com/us/support-product/lg-OLED65E7P](http://www.lg.com/us/support-product/lg-OLED65E7P)
- [www.lg.com/us/tvs/all-tvs?&cmpID=SEM\\_HE\\_TV\\_AON\\_Subcat\\_Google\\_\(HE\)-TV-AON-GGL-Srch-Brand-TV-Only-BMM-+lg-+tv&gclid=CMnU25KPI9wCFZmzswodz\\_ELBg&gclsrc=ds](http://www.lg.com/us/tvs/all-tvs?&cmpID=SEM_HE_TV_AON_Subcat_Google_(HE)-TV-AON-GGL-Srch-Brand-TV-Only-BMM-+lg-+tv&gclid=CMnU25KPI9wCFZmzswodz_ELBg&gclsrc=ds)
- [www.lg.com/uk/support/video-tutorials/CT00008334-20150150220640-others](http://www.lg.com/uk/support/video-tutorials/CT00008334-20150150220640-others)
- [www.lg.com/us/tvs/all-tvs](http://www.lg.com/us/tvs/all-tvs)
- [www.youtube.com/user/LGElectronics](http://www.youtube.com/user/LGElectronics)
- [www.youtube.com/user/LGHomeAppliance](http://www.youtube.com/user/LGHomeAppliance)
- [www.youtube.com/watch?v=WhuQ61mcgVw](http://www.youtube.com/watch?v=WhuQ61mcgVw)
- [www.youtube.com/watch?v=nvpcHx788kwc](http://www.youtube.com/watch?v=nvpcHx788kwc)
- [www.youtube.com/watch?v=uoxYO9DslkA](http://www.youtube.com/watch?v=uoxYO9DslkA)

LG is thereby liable for infringement of the '408 Patent under 35 U.S.C. § 271(b).

21. LG has also infringed, and continues to infringe, claims 1-2 and 7-11 of the '408 patent by making, using, offering to sell, selling and/or importing the Accused Infringing Devices knowing that the devices are used in practicing the processes, or using the systems, of

the '408 patent, and constitute a material part of the invention. LG knows portions of the Accused Devices to be especially made or especially adapted for use in infringement of the '408 patent, not a staple article, and not a commodity of commerce suitable for substantial non-infringing use. LG is thereby liable for infringement of the '408 Patent under 35 U.S.C. § 271(c).

22. LG will have been on notice of the '408 Patent since, at the latest, the service of this complaint upon it. LG has also been on notice of Uniloc's infringement allegations and theory of infringement since that date of service, and thus has known that its continued actions would induce and contribute to the infringement of claims of the '408 Patent. Despite that knowledge, and as further evidence of its intent, LG has refused to discontinue its infringing acts. LG has also induced infringement by failing to remove the infringing functionality from the Accused Infringing Devices or otherwise place a non-infringing limit on their use.

23. By the time of trial, LG will have known and intended (since receiving such notice) that its continued actions would actively induce and contribute to the infringement of claims 1-2 and 7-11 of the '408 Patent.

24. LG may have infringed the '408 Patent through other software and devices utilizing the same or reasonably similar functionality, including other versions of the Accused Infringing Devices.

25. Uniloc has been damaged by LG's infringement of the '408 Patent.

#### **PRAYER FOR RELIEF**

Uniloc requests that the Court enter judgment against LG:

(A) declaring that LG has infringed the '408 Patent;

(B) awarding Uniloc its damages suffered as a result of LG's infringement of the '408 Patent;

(C) awarding Uniloc its costs, attorneys' fees, expenses, and interest, and

(D) granting Uniloc such further relief as the Court finds appropriate.

**DEMAND FOR JURY TRIAL**

Uniloc demands trial by jury, under Fed. R. Civ. P. 38.

Date: August 14, 2018.

Respectfully submitted,

*/s/ Edward R. Nelson III*

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