

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

LONGHORN HD LLC.,	§	
	§	Case No.
Plaintiff,	§	
	§	<u>JURY TRIAL DEMANDED</u>
v.	§	
	§	
RAZER INC.,	§	
	§	
Defendant.	§	
	§	

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Longhorn HD LLC. (“LHD” or “Plaintiff”) for its Complaint against Defendant Razer Inc. (“Razer” or “Defendant”) alleges as follows:

THE PARTIES

1. LHD is a limited liability company, organized and existing under the laws of the State of Texas, with its principal place of business located at 104 East Houston Street, Marshall, Texas 75670.

2. Upon information and belief, Razer is a corporation organized and existing under the laws of Singapore, with its principal place of business located at 514 Chai Chee Lane, No. 07-05, Singapore, 469029, Singapore and may be served pursuant to the provisions of the Hague Convention. Razer is a leading manufacturer and seller of smartphones and consumer electronics in the World and in the United States. Upon information and belief, Razer does business in Texas and in the Eastern District of Texas, directly or through its subsidiaries.

JURISDICTION

3. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.* This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) and 1367.

4. This Court has specific and personal jurisdiction over the Defendant consistent with the requirements of the Due Process Clause of the United States Constitution and the Texas Long Arm Statute. Upon information and belief, the Defendant has sufficient minimum contacts with the forum because Defendant transacts substantial business in the State of Texas and in this Judicial District. Further, the Defendant has, directly or through subsidiaries or intermediaries, committed and continues to commit acts of patent infringement in the State of Texas and in this Judicial District as alleged in this Complaint, as alleged more particularly below.

5. Venue is proper in this Judicial District as to Defendant pursuant to 28 U.S.C. § 1391 because, among other things, Razer is not a resident in the United States, and thus may be sued in any judicial district pursuant to 28 U.S.C. § 1391(c)(3). Defendant, through its own acts makes, uses, sells, and/or offers to sell infringing products within this Judicial District, regularly does and solicits business in this Judicial District, and has the requisite minimum contacts with the Judicial District, such that this venue is a fair and reasonable one.

PATENT-IN-SUIT

6. On May 13, 2014, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 8,725,924 (the “924 Patent”) entitled “Information Backup System with

Storing Mechanism and Method of Operation Thereof.” A true and correct copy of the ’924 Patent is available at <http://pdfpiw.uspto.gov/.piw?PageNum=0&docid=8725924>.

7. LHD is the sole and exclusive owner of all right, title, and interest in the ’924 Patent (the “Patent-in-Suit”) and holds the exclusive right to take all actions necessary to enforce its rights to the Patent-in-Suit, including the filing of this patent infringement lawsuit. LHD also has the right to recover all damages for past, present, and future infringement of the Patent-in-Suit and to seek injunctive relief as appropriate under the law.

FACTUAL ALLEGATIONS

8. The Patent-in-Suit generally covers systems and methods for information backup systems.

9. The ’924 Patent generally relates to technology regarding information backup systems, particularly to a system with storage. The technology described in the ’924 Patent was developed by Simon B. Johnson and Lev M. Bolotin of ClevX, LLC. By way of example, this technology is implemented today in information backup systems which include a power supply and communication ports connecting a host microcontroller.

10. Razer has infringed and is continuing to infringe the Patent-in-Suit by making, using, selling, offering to sell, and/or importing, and by actively inducing others to make, use, sell, offer to sell, and/or import products that include information backup systems.. Such products include at least the Razer mobile devices which are compatible with the Android Operating system, such as the Razer Phone and Razer Phone 2.

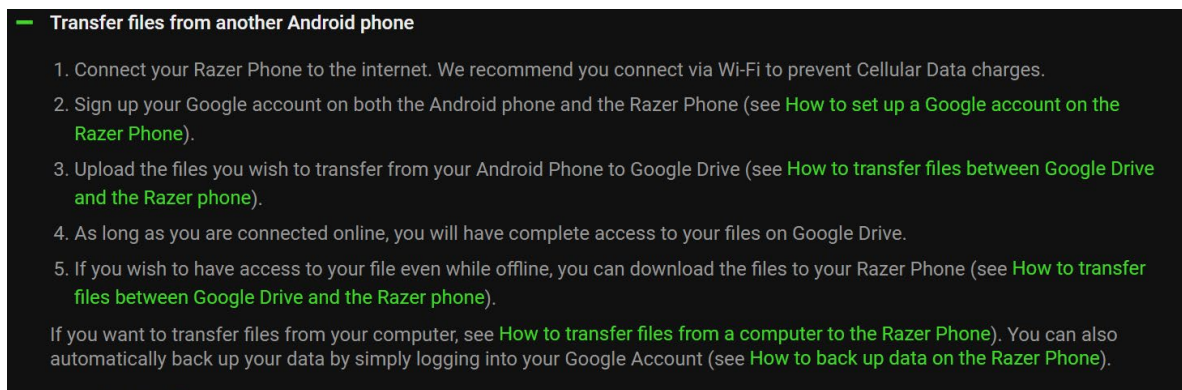
COUNT I **(Infringement of the ’924 Patent)**

11. Paragraphs 1 through 10 are incorporated by reference as if fully set forth herein.

12. LHD has not licensed or otherwise authorized Defendant to make, use, offer for sale, sell, or import any products that embody the inventions of the '924 Patent.

13. Defendant has and continues to directly infringe the '924 Patent, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, selling, and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '924 Patent. Such products include at least the mobile devices compatible with the Android Operating system, such as the Razer Phone and Razer Phone 2.

14. For example, Defendant has and continues to directly infringe at least claim 1 of the '924 Patent by making, using, offering to sell, selling, and/or importing into the United States products that include information back systems. The infringing systems include a power supply and communication ports connecting a host microcontroller, for example, Razer mobile devices compatible with the Android Operating system, such as the Razer Phone 2 operating on the Android 10 operating system.



¹ https://mysupport.razer.com/app/answers/detail/a_id/1677/~/how-to-transfer-data-or-files-from-another-device-or-cloud-storage-to-the-razer

Part 2. Transfer Data from Android to Android Using Bluetooth

Bluetooth, a wireless transfer technology transmits data using special radio frequencies. It is an in-built functionality in phones. It allows for data transfer by creating a secure network which has a short range.

Using Bluetooth for data transfer is not too difficult. In this article, we have broken down each process. Just adhere to the steps outlined below.

Part 3. Transfer Data from Android to Android Wirelessly

Transferring data from one device to another can be done wirelessly. One method that is fast and ensures transfer of large files of data from one android to another easily is the Near Field Communication (NFC). Near Field Communication which supports android beam, helps to transfer data between two devices by pressing their backs together.

²

15. The Accused Products perform a method of an information backup system comprising supplying a power to a first communication port (*i.e.* the WIFI, Bluetooth, or NFC connection ports in a handheld device, such as the Razer Phone 2) and a second communication port (*i.e.* the storage of a handheld device, such as the Razer Phone 2) with an internal power supply (*i.e.* the battery of a handheld device, such as the Razer Phone 2).

16. Additionally, the Accused Products perform a method of electrically connecting a host microcontroller (*i.e.* the Snapdragon processor) to the first communication port for connecting a handheld device and electrically connecting the host microcontroller to the second

² <https://mobiletrans.wondershare.com/phone-transfer/transfer-data-from-android-to-android.html#part2>

communication port for connecting a mass storage device, the host microcontroller is for functioning as a host to the second communication port and the first communication port; and transferring data between the first communication port and the second communication port:

17. Defendant has and continues to indirectly infringe one or more claims of the '924 Patent by knowingly and intentionally inducing others, including Razer customers and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, selling, and/or importing into the United States products that include infringing technology, such as the Razer information backup software for mobile devices.

18. Defendant, with knowledge that these products, or the use thereof, infringe the '924 Patent at least as of the date of this Complaint, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '924 Patent by providing these products to end-users for use in an infringing manner.

19. Defendant has induced infringement by others, including end-users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end-users, infringe the '924 Patent, but while remaining willfully blind to the infringement. For example, Defendant made available to end-users step-by-step instructions on transferring data from one Razer Phone (*i.e.* Razer Phone 2) to another Razer Phone Android device (*i.e.* Razer Phone 2).³

20. LHD has suffered damages as a result of Defendant's direct and indirect infringement of the '924 Patent in an amount to be proved at trial.

³ https://mysupport.razer.com/app/answers/detail/a_id/1677/~/how-to-transfer-data-or-files-from-another-device-or-cloud-storage-to-the-razer#nougat

21. LHD has suffered, and will continue to suffer, irreparable harm as a result of Defendant's infringement of the '924 Patent, for which there is no adequate remedy at law, unless Defendant's infringement is enjoined by this Court.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury for all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, LHD prays for relief against Defendant as follows:

a. Entry of judgment declaring that Defendant has directly and/or indirectly infringed one or more claims of the Patent-in-Suit;

b. An order pursuant to 35 U.S.C. § 283 permanently enjoining Defendant, its officers, agents, servants, employees, attorneys, and those persons in active concert or participation with it, from further acts of infringement of the Patent-in-Suit;

c. An order awarding damages sufficient to compensate LHD for Defendant's infringement of the Patent-in-Suit, but in no event less than a reasonable royalty, together with interest and costs;

d. Entry of judgment declaring that this case is exceptional and awarding LHD its costs and reasonable attorney fees under 35 U.S.C. § 285; and,

e. Such other and further relief as the Court deems just and proper.

Dated: March 7, 2022

Respectfully submitted,

/s/ Vincent J. Rubino, III

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