

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

<b>ASSA ABLOY AB,</b>	:	
<b>ASSA ABLOY Inc.,</b>	:	
<b>ASSA ABLOY Residential Group, Inc.,</b>	:	
<b>August Home, Inc.,</b>	:	
<b>HID Global Corporation, and</b>	:	<b>Civil Action No. 3:22-cv-694</b>
<b>ASSA ABLOY Global Solutions, Inc.</b>	:	
	:	
<b>Plaintiffs,</b>	:	
	:	
<b>v.</b>	:	
	:	
	:	
<b>CPC Patent Technologies Pty. Ltd., and</b>	:	<b>Demand for Jury Trial</b>
<b>Charter Pacific Corporation Ltd.</b>	:	
	:	
<b>Defendants.</b>	:	
	:	

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**COMPLAINT FOR DECLARATORY JUDGMENT  
OF PATENT NON-INFRINGEMENT**

1. The above-named Plaintiffs (collectively, the “ASSA ABLOY Entities”), hereby allege against CPC Patent Technologies Pty. Ltd. (“CPC”) and Charter Pacific Corporation Ltd. (“Charter Pacific Corp.”) (collectively, “Charter Pacific”) on personal knowledge as to their own activities and on information and belief as to the activities of others as follows:

**NATURE OF THE ACTION**

2. This is a declaratory judgment action arising under the Declaratory Judgment Act, 28 U.S.C. § 2201, § 2202, and the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.* The ASSA ABLOY Entities seek a declaration of non-infringement of U.S. Patent Nos. 9,269,208 (“the ’208 Patent”), 9,665,705 (“the ’705 Patent”), and 8,620,039 (“the ’039 Patent”) (collectively, the “Patents-in-Suit”).

3. The ASSA ABLOY Entities bring this action to resolve the conflict between Charter Pacific and the ASSA ABLOY Entities regarding the Patents-in-Suit. A judicial declaration is necessary to determine the respective rights of the parties regarding the Patents-in-Suit, and the ASSA ABLOY Entities respectfully seek a judicial declaration that the Patents-in-Suit are not infringed by any of their market offerings, including products, platforms, and/or services.

### **THE PARTIES**

4. Plaintiff ASSA ABLOY AB is a company organized under the laws of Sweden with its principal place of business at Klarabergsviadukten 90, Stockholm, 111 64, Sweden.

5. Plaintiff ASSA ABLOY Inc. is an Oregon Corporation with its principal place of business located at 110 Sargent Drive, New Haven, Connecticut 06511.

6. Plaintiff ASSA ABLOY Residential Group, Inc. (“Yale”) is a California corporation with its principal place of business located at 110 Sargent Drive, New Haven, CT 06511.

7. Plaintiff August Home, Inc. (“August”) is a Delaware corporation with its principal place of business located at 657 Bryant Street, San Francisco, CA 94107.

8. Plaintiff HID Global Corporation (“HID”) is a Delaware corporation with its principal place of business located at 611 Center Ridge Drive, Austin, TX 78753.

9. Plaintiff ASSA ABLOY Global Solutions, Inc. (“Hospitality”) is a Texas corporation with its principal place of business located at 631 International Parkway, Suite 100 Richardson, Texas 75081.

10. ASSA ABLOY AB is the parent company of several entities worldwide, that are leaders in the delivery of secure identity solutions for millions of customers throughout the world. ASSA ABLOY AB is the ultimate parent company of ASSA ABLOY Inc.

11. ASSA ABLOY Inc. is the main holding entity for ASSA ABLOY AB's North and South American assets. ASSA ABLOY Inc. is therefore the immediate parent company of Yale, August, HID, and Hospitality, and the New Haven, CT headquarters of ASSA ABLOY Inc. is a registered address for each of these entities.

12. ASSA ABLOY AB is the ultimate parent company of Yale, August, HID, and Hospitality by virtue of its ownership of ASSA ABLOY Inc.

13. Each ASSA ABLOY Entity named as a Plaintiff shares a corporate relationship with the other named ASSA ABLOY Entities and each individual Plaintiff has a unique role in the operations that lead to the making and selling of products, platforms, and/or services provided by Yale, August, HID, and Hospitality to customers in the United States. By virtue of the related nature of the above-named Plaintiffs and the facts alleged herein, a case or controversy has arisen between Charter Pacific and each of the ASSA ABLOY Entities as to whether any of the ASSA ABLOY Entities have infringed any asserted valid and enforceable claim of the Patents-in-Suit. Therefore, this declaratory judgment action seeks to resolve Charter Pacific's patent infringement allegations with respect to all above-named Plaintiffs.

14. The ASSA ABLOY family of brands provides identity solutions used in a variety of applications, including physical access control, logical access control, access card printing and personalization, highly secure government identification, and commercial and residential opening solutions. These products, solutions, and services are sold through a well-established network of OEMs, developers, systems integrators, and distributors worldwide. End users of

these products, solutions, and services include businesses and organizations in virtually all industry sectors, including government, healthcare, retail, industrial, commercial, consumer, airports, ports, finance, and education.

15. Yale protects millions of homes and businesses worldwide and is the brand behind locks of every design and function in over 125 countries. Yale products have been helping people to secure their favorite belongings since 1840. As one of the oldest international brands, Yale is among the best-known and most respected names in the lock industry. Yale offers a broad portfolio of door hardware and locks to secure both homes and businesses.

16. August is the leading provider of smart locks and smart home access products and services. August's products and services give customers total control over the front door from a smartphone.

17. August unveiled the August Smart Lock in May 2013. The August Smart Lock attaches to existing deadbolts on the inside of the door. Since its debut, August's technology has advanced to become the most intelligent, secure way for consumers to manage access to their homes. August pairs its August Smart Lock with its August Home software solution.

18. On December 5, 2017, ASSA ABLOY Inc. completed its acquisition of August. In a press release, ASSA ABLOY Inc. announced "[t]he company sees opportunities to leverage the strengths of the two teams and already have a project underway to bring August Access technology to the Yale lock platforms and see many more product opportunities in the future." The December 5, 2017, Press Release is available at <https://www.yalehome.com/us/en/stories/news/assa-abloy-completes-acquisition-of-august-home--collaboration-commences>.

19. HID is a worldwide leader in trusted identity solutions. Its products range from physical access control products, like ID cards and readers for opening doors, to solutions for accessing digital networks, verifying transactions, and tracking assets. Millions of people around the world use HID products and services to navigate their everyday lives, and over 2 billion things are connected through HID technology. HID Global has over 3,000 employees worldwide and operates international offices that support more than 100 countries.

20. Hospitality similarly provides advanced electronic locking and access solutions to hotels, cruise ships, construction, critical infrastructure, education, senior care, and multi-family residential industries worldwide. Hospitality has been an industry pioneer and global brand for over forty years, with more than 5,000 employees globally.

21. HID and Hospitality offer the HID Mobile Access and ASSA ABLOY Mobile Access software solutions, respectively. Each allows an individual's mobile device (e.g., smartphone or wearable) to be used to gain access to secured doors, gates, networks, services, and more. For example, a user with employee badges or hotel keys in an Apple Wallet can unlock their doors with an iPhone or Apple Watch.

22. HID also provides physical access control products that incorporate biometric authentication, allowing customers to incorporate two-factor authentication for additional security, or use biometric authentication alone to obviate the need to carry a mobile or physical credential.

23. Upon information and belief, defendant CPC is an Australian corporation having its principal place of business located at Level 1, 18 Tedder Avenue, Main Beach, Queensland 4217, Australia.

24. Upon information and belief, Charter Pacific Corp. is an Australian corporation having its principal place of business located at 9/50 Cavill Ave, Surfers Paradise, Queensland 4217, Australia.

25. Upon information and belief, defendant CPC is a wholly-owned subsidiary of Charter Pacific Corp.

26. Upon information and belief, Charter Pacific Corp. and CPC are each intellectual property licensing companies that do not practice the alleged inventions claimed in the Patents-in-Suit.

### **JURISDICTION AND VENUE**

27. This action arises under the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, and under the patent laws of the United States, 35 U.S.C. §§ 1 *et seq.*

28. This Court has subject matter jurisdiction over the claims alleged in this action at least under 28 U.S.C. §§ 1331, 1332, 1338, 2201 and 2202, because this Court has exclusive jurisdiction over declaratory judgment claims arising under the patent laws pursuant to 28 U.S.C. §§ 1331, 1338, 2201, and 2202.

29. This Court can provide the relief sought in this Declaratory Judgment Complaint because an actual case and controversy exists between the parties within the scope of this Court's jurisdiction pursuant to 28 U.S.C. §§ 2201, at least because Charter Pacific has accused certain ASSA ABLOY Entities' products of infringement when these products do not infringe any claims of the Patents-in-Suit.

30. Charter Pacific is also engaged in an aggressive litigation campaign that includes Apple Inc. ("Apple"), a business partner of the ASSA ABLOY Entities, and the Charter Pacific litigation campaign is likely to expand to include the ASSA ABLOY Entities and other potential

defendants in a variety of market sectors. Charter Pacific's actions indicate that it is highly likely that Charter Pacific will sue the ASSA ABLOY Entities on the same patents that have been asserted against Apple. Charter Pacific's actions have created a real, live, immediate, and justiciable case or controversy between the ASSA ABLOY entities and Charter Pacific.

31. This Court has personal jurisdiction over Charter Pacific under the laws of the State of Connecticut because Charter Pacific has consciously and purposefully directed activities at Yale, a company that resides and operates in this District.

32. Charter Pacific has purposefully availed itself of the benefits and protections of Connecticut's laws such that it should reasonably anticipate being haled into court here. Charter Pacific has made written overtures, as described below, indicating a willingness to enforce the Patents-in-Suit against Yale and other above-named Plaintiffs and has offered to license the Patents-in-Suit to Yale in two letters mailed to an address in Connecticut.

33. This action arises out of and directly relates to Charter Pacific's contact with Yale in this District. In doing so, Charter Pacific has established sufficient minimum contacts with the District of Connecticut such that Charter Pacific is subject to specific personal jurisdiction in this action. The exercise of personal jurisdiction based on these repeated and pertinent contacts does not offend traditional notions of fairness and substantial justice.

34. As discussed above, this Court has personal jurisdiction over Charter Pacific because Charter Pacific has engaged in actions in this District that form the basis of the allegations against the ASSA ABLOY Entities.

35. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b), (c), and (d) with respect to the ASSA ABLOY Entities' declaratory judgment claims. Under Second Circuit and

Federal Circuit law, venue in declaratory judgment actions for non-infringement of patents is determined under the general venue statute, 28 U.S.C. § 1391.

**THE LITIGATION HISTORY OF THE PATENTS-IN-SUIT**

36. The '208 Patent, entitled "Remote entry system," states on its face that it issued on February 23, 2016. A true and correct copy of the '208 Patent is attached as **Exhibit A**.

37. CPC purports to be the current owner of the '208 Patent.

38. The '705 Patent, entitled "Remote entry system," states on its face that it issued on May 30, 2017. A true and correct copy of the '705 Patent is attached as **Exhibit B**.

39. CPC purports to be the current owner of the '705 Patent.

40. The '039 Patent, entitled "Card device security using biometrics," states on its face that it issued on December 31, 2013. A true and correct copy of the '039 Patent is attached as **Exhibit C**.

41. CPC purports to be the current owner of the '039 Patent.

42. All three of the Patents-in-Suit are part of the same family with the same inventor: Mr. Christopher John Burke.

43. Charter Pacific has a history of alleging infringement of all three Patents-in-Suit, including against Apple, the ASSA ABLOY Entities' business partner.

44. On February 23, 2021, CPC asserted all three of the Patents-in-Suit against Apple. *See CPC Patent Technologies Pty Ltd. v. Apple, Inc.*, No. 6:21-cv-00165 (W.D. Tex., Waco Division) ("the Apple Action"). Following claim construction, the Apple Action was transferred from the Western District of Texas to the Northern District of California pursuant to the Federal Circuit granting Apple's petition for a writ of mandamus. *In re Apple Inc.*, No. 2022-128, 2022



WL 1196768 (Fed. Cir. Apr. 22, 2022). The Apple Action is now pending as *CPC Patent Technologies Pty Ltd. v. Apple, Inc.*, No. 5:22-cv-02553-NC (N.D. Cal., San Jose Division).

45. On the same date that CPC sued Apple, CPC also accused HMD Global Oy (“HMD”) of infringing the ’208 Patent and the ’705 Patent. *See CPC Patent Technologies Pty Ltd. v. HMD Global Oy*, No. 6:21-cv-00166 (W.D. Tex., Waco Division) (“the HMD Action”). The HMD Action remains pending in the Western District of Texas.

46. After initiating the two lawsuits in the Western District of Texas, CPC also initiated an *ex parte* discovery action against Apple under 28 U.S.C. § 1782 to pursue infringement allegations against Apple in the Federal Republic of Germany. *See In re Ex Parte Apple Inc.*, No. 5:21-mc-80091-JST (N.D. Cal., San Jose Division) (“the Apple 1782 action”). Following an appeal to the Ninth Circuit and a recent remand on procedural grounds (*CPC Patent Technologies Pty Ltd. v. Apple, Inc.*, No. 21-16212 (9th Cir. May 18, 2022)), the Apple 1782 action remains pending in the Northern District of California.

47. On information and belief, CPC has also threatened enforcement of the Patents-in-Suit against a number of third parties.

48. On May 20, 2021, Charter Pacific announced it entered into a “commercial license of its biometric technology in the United States” with “a key player in the touchless ID space.” Charter Pacific states that the license “allows for quick and secure identity confirmation to utilize Charter Pacific’s suite of biometric patents.” Charter Pacific also states, “Charter Pacific’s Executive Chairman, Mr. Kevin Dart, expects the company to move to secure further technology licenses in Australia and the United States, reflecting growing consumer acceptance of biometric identification – including fingerprint, voice and facial ID.” The May 20, 2021 Charter Pacific Press Release is attached as **Exhibit D**.

49. On November 11, 2021, Charter Pacific announced it and Tapplock Corp. executed an “international biometric license agreement” and that “[t]he license agreement is for Tapplock to utilize Charter Pacific’s biometric patent in its signature fingerprint-based smart padlocks that are fast to access and easy to manage.” Charter Pacific also announced it “is currently in discussion with targeted companies for either joint venture or license agreements to further commercialise the biometric patent portfolio.” The November 11, 2021 Charter Pacific Press Release is attached as **Exhibit E**.

50. Chart Pacific has announced that litigating its patents is part of its enforcement strategy. On or about January 17, 2022, Charter Pacific’s chief executive Kevin Dart was quoted: “We bought the patent to the intent of licensing, joint venturing and it’s pretty obvious now that it will be a litigation action as well.” This public statement is attached as **Exhibit F**.

51. These actions, in combination with Charter Pacific’s public statements, indicate that Charter Pacific intends to enforce its patent portfolio broadly, generically, and globally. When interviewed for an article published on biometricupdate.com in February 2020, Charter Pacific Corp.’s Executive Chairman stated that the Company is “finalizing its commercialization strategy for the portfolio ... and has also received reports of potential infringers of certain patents with the portfolio in ‘a wide variety of market sectors.’” This public statement is attached hereto as **Exhibit G**.

52. Charter Pacific’s previous lawsuits, licensing campaign, and stated intent to pursue infringers “in a wide variety of market sectors,” demonstrate that it intends to continue to assert the three Patents-in-Suit against the targeted defendants such as the ASSA ABLOY Entities. As discussed herein, Charter Pacific has overtly made such a threat, placing a cloud of

uncertainty over the products, platforms, and services provided by Yale, August, HID, and Hospitality.

**THE PARTIES' DISPUTE CONCERNING THE PATENTS-IN-SUIT**

*Charter Pacific's Infringement Assertions Giving Rise to This Controversy*

53. On October 18, 2021, Charter Pacific, through counsel, sent its first assertion letter to Yale. Although the letter is dated October 18, 2020, the letter was received in the year 2021 and, on information and belief, the date of the letter contains a typographical error and should have read October 18, 2021. Hereinafter, the first letter from Charter Pacific to Yale will be referred to as “the First Charter Pacific Assertion Letter” and it is attached hereto as **Exhibit H**.

54. The First Charter Pacific Assertion Letter is addressed to “Yale Residential,” but such an entity does not exist. On information and belief, Charter Pacific was directing the letter to ASSA ABLOY Residential Group, Inc. (“Yale”), located in New Haven Connecticut, the entity that designs and sells the “Yale Smart Locks” referred to in the First Charter Pacific Assertion Letter.

55. Claim charts attached to the First Charter Pacific Assertion Letter identify the Yale Assure Lock SL with the Yale Access software solution as one of the “Accused Instrumentalities” as shown in the excerpt below:

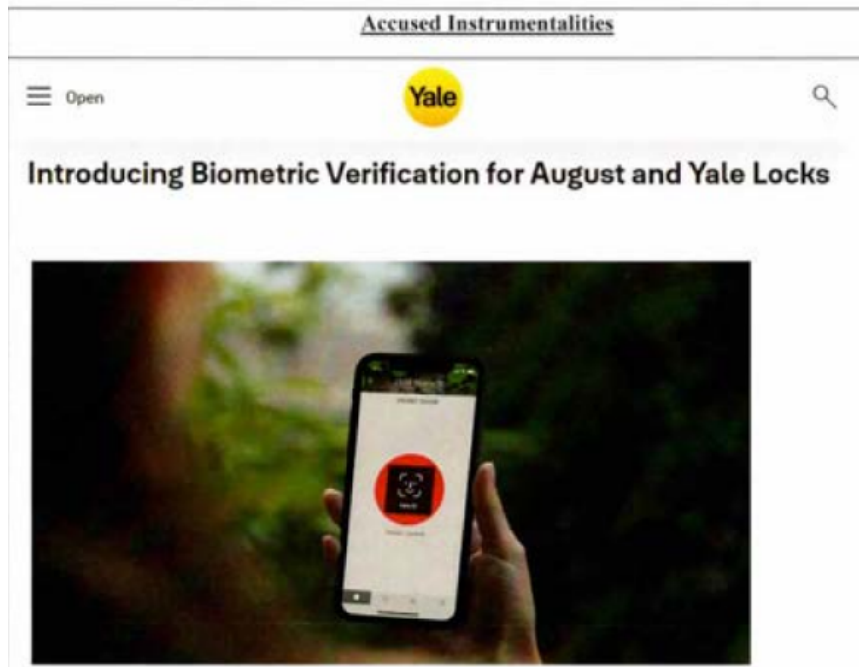
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Accused Instrumentalities

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56. Claim charts attached to the First Charter Pacific Assertion Letter also identifies “Biometric Verification for August and Yale Locks” as part of the “Accused Instrumentalities” as shown in the excerpt below:



57. In the First Charter Pacific Assertion Letter, Charter Pacific specifically accuses Yale of infringement, stating:

- “A claim chart showing how claims 1, 2 10, 11, 14, 15, *inter alia*, of the ’705 Patent *reads on Yale Smart Locks* as attached hereto as [Exhibit I], also reflected In Yale’s products below. . .”
- “A claim chart showing how claim 9 of the ’208 Patent, among others, *reads on Yale Smart Locks* attached hereto as [Exhibit J].”

58. The claim chart for the ’705 Patent that is alleged to “read on” Yale products – as discussed in the First Charter Pacific Assertion Letter – is attached hereto as **Exhibit I**.

59. The claim chart for the ’208 Patent that is alleged to “read on” Yale products – as discussed in the First Charter Pacific Assertion Letter – is attached hereto as **Exhibit J**.

60. The First Charter Pacific Assertion Letter also purported to attach a list of patent assets owned by Charter Pacific that are “available for licensing” (“Charter Pacific Portfolio”), but that attachment was missing in the package that Yale received. On information and belief, the ’039 Patent is one of the assets that Charter Pacific points out as being “available for licensing.”

61. On November 4, 2021, Charter Pacific, again through counsel, sent a second letter to Yale at the same Connecticut address. Therein, Charter Pacific expressly stated its “willingness to have reasonable licensing discussions” regarding the patent assets allegedly owned by CPC. Charter Pacific also expressly states allegations that the Yale products are “infringing CPC’s intellectual property.” Hereinafter, the second letter from Charter Pacific to

Yale will be referred to as “the Second Charter Pacific Assertion Letter” and it is attached hereto as **Exhibit K**.<sup>1</sup>

*August’s and Yale’s Reasonable Apprehension of Suit – Assure Locks and Yale Access*

62. Based on Charter Pacific’s broad interpretation of the claims in the First and Second Charter Pacific Assertion Letters, Charter Pacific’s broad interpretation of the claims in the allegations brought against Apple (Apple Action, Dkt. Nos. 1-6 through 1-10), and Charter Pacific’s enforcement campaign against a diverse set of products, the ASSA ABLOY Entities have a well-formed and reasonable expectation that Charter Pacific will assert the Patents-in-Suit against Yale, August, HID, and Hospitality products and other functionality in the Western District of Texas just as Charter Pacific did against Apple and HMD.

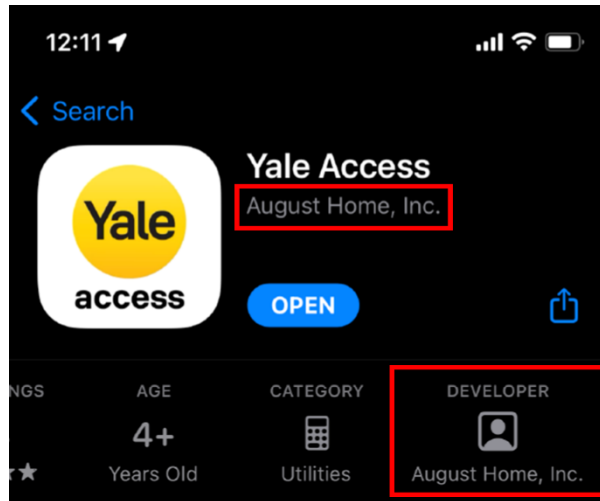
63. Indeed, the Apple Touch ID and Face ID features were a prominent focus of the claim charts presented to Yale in attached Exhibits I and J.

64. The Yale Access software solution identified as part of the “Accused Instrumentalities” by Charter Pacific is the result of a collaboration between Yale and August. In fact, the Yale Access software solution was developed by August.

65. The download page for the Yale Access application identifies August as the developer in the Apple App Store:

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<sup>1</sup> The Second Charter Pacific Assertion Letter refers to the “most recent correspondence dated October 18, 2021,” confirming the typographical error in the First Charter Pacific Assertion Letter noted *supra*, ¶ 53.



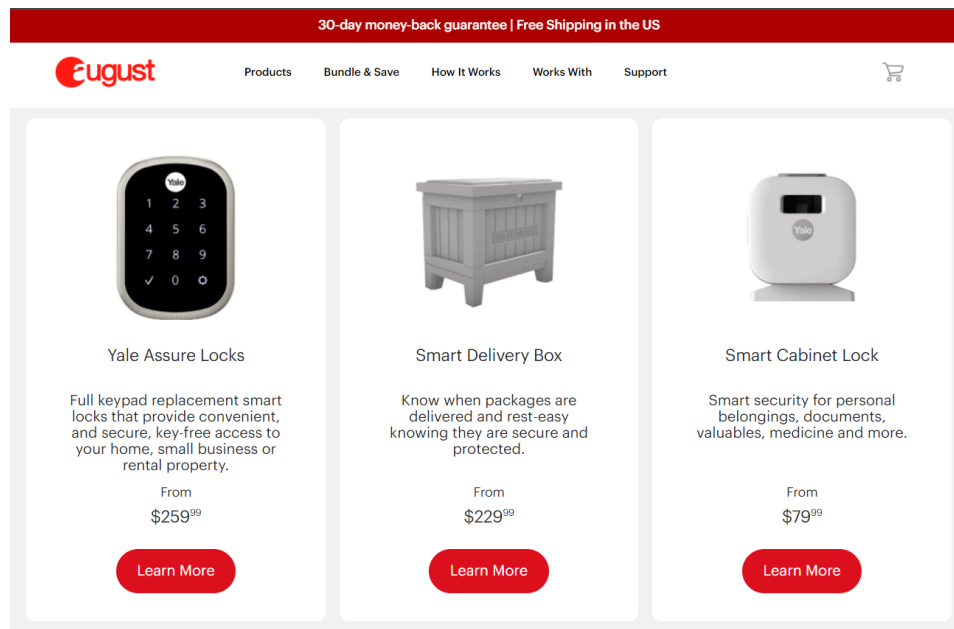
66. In 2018, Yale and August launched a line of smart locks called Assure Locks – Connected by August, which enables users to control, monitor, and share access from anywhere through the August mobile app. This new smart lock was the first product collaboration between Yale and August; it combined Yale’s secure lock hardware with August’s app and cloud-based software to create the most full-featured smart locks. The 2018 Yale Press Release is available at <https://www.yalehome.com/us/en/stories/news/yale-assure-locks-now-connected-by-august>.

67. A representative image of one of the jointly developed Assure Locks is shown below:



68. The jointly developed Assure Locks are identified as “Accused Instrumentalities” by Charter Pacific.

69. The jointly developed Assure Locks identified as “Accused Instrumentalities” are advertised on August’s website:



*(<https://august.com/pages/yale>)*

70. The collaboration between Yale and August also resulted in development of the Yale Access software solution.

71. In addition to controlling the Assure Locks, the Yale Access software solution can control a variety of other products offered by both Yale and August.

72. For example, the Yale Access software solution can control the August WiFi Smart Lock.

73. Given that Yale and August jointly developed the Assure Locks, advertise the Assure Locks on their websites, the Yale Access software solution works with both Yale’s and August’s market offerings, and because the Assure Locks and Yale Access software solution



were identified as part of the “Accused Instrumentalities” by Charter Pacific, there is a cloud of uncertainty over Yale and August and their market offerings. Charter Pacific’s claims and allegations have injured and are injuring Yale’s and August’s business and business relationships, and have created a concrete and immediately justiciable controversy between Yale and August and Charter Pacific.

*HID’s and Hospitality’s Reasonable Apprehension of Suit – Charter Pacific’s Commercialization Strategy*

74. Charter Pacific filed the Apple Action and the HMD Action in the U.S. District Court for the Western District of Texas.

75. Apple moved to transfer the Apple Action to the Northern District of California and Charter Pacific opposed Apple’s motion.

76. It was not until the Federal Circuit granting Apple’s petition for a writ of mandamus that the case was transferred from the Western District of Texas to the Northern District of California.

77. The HMD Action remains pending in the Western District of Texas.

78. HID’s principal place of business is in Austin, Texas, within the jurisdiction of the Western District of Texas.

79. Hospitality is a Texas corporation with its principal place of business in Richardson, Texas.

80. Charter Pacific has demonstrated that the Western District of Texas is its preferred venue to bring suit. It is therefore highly likely that when CPC were to sue the ASSA ABLOY Entities for infringement of the Patents-in-Suit, it would name HID and Hospitality as

defendants and rely on HID's location in Austin, Texas and Hospitality's business activities in Texas as a basis to attempt to establish venue in the Western District of Texas.

81. Charter Pacific has also publicly identified HID and Hospitality as potential litigation targets.

82. Charter Pacific issued a press release announcing "[t]he biometrics market will be worth \$76.64 billion by 2027 after increasing from \$17.28 billion in 2018." The press release identifies "ASSA Abloy...as [a] key market player[]" in the biometrics market. The May 4, 2020 Charter Pacific Press Release is attached as **Exhibit L**.

83. Charter Pacific also issued a press release announcing "[t]he market for biometrics in automobiles will grow at a 10.1 percent CAGR from 2020 to 2027 and reach \$329 billion, according to a new market forecast." The press release identifies "HID Global" as one of the "[c]ompanies profiled in the report." The May 20, 2020 Charter Pacific Press Release is attached as **Exhibit M**.

84. Charter Pacific has also expressed its desire to commercialize the Patents-in-Suit against global entities such as HID and Hospitality. For example, in a February 12, 2021 letter to its shareholders, Charter Pacific stated: "Charter Pacific is actively developing its biometric patent portfolio and working closely with our legal advisers K&L Gates, Chicago and Australia, as well as our Australian Patent Attorney to commercialize our patent portfolio" and that "[t]here are a number of known global entities which currently utilise our biometric patented technology." The February 12, 2021 shareholder letter is attached hereto as **Exhibit N**.

85. The shareholder letter also stated "Charter Pacific has plans to establish and accelerate license driven revenue growth through securing license agreements with companies using or planning to utilise the technology." The shareholder letter further explains that

“[I]itigation with some of the patent infringers will be unavoidable and it is intended that the Company will utilise any number of litigation funding methodologies to enforce its patent rights when necessary.” **Exhibit N**.

86. In a separate shareholder update, Charter Pacific outlined its plan “to both commercialise and monetise the patent portfolio.” This shareholder update is attached hereto as **Exhibit O**. In that shareholder update, Charter Pacific also provided an investor presentation with the following graphic:

**Biometrics**

**Key Applications for existing and future use of Microlatch technology**



**Mobile computing device secure access**

Secure biometric access.

**Payment Card Providers and Platforms**

Touchless payment transactions enabled by secure biometric access.

**Debit and Credit Cards**

Addition of biometric signature of authorised user on all debit and credit cards.

**Online banking**

Future addition/ replacement of Online banking One Time Password devices with biometric signature of authorised user.

**Identity**

Inclusion of biometric signature of authorised user on driver’s licenses, passports and general corporate and/or government identification cards.

**Personal Security**

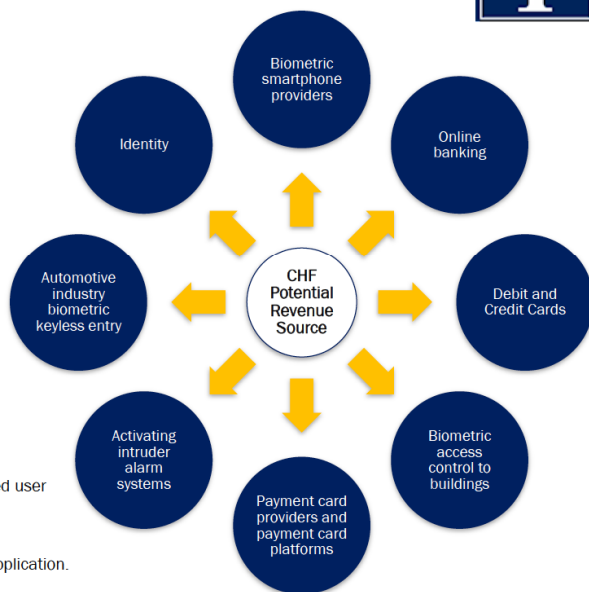
Biometric activation of intruder alarm systems replacing PIN.

**Automotive**

Addition of fingerprint biometrics to car remote key fobs to ensure that only the authorised user has access to the vehicle.

**Security access (building and data networks)**

Biometric access control to buildings, rooms and data networks for every entry / log-in application.



87. The “Key Applications” that Charter Pacific identified in **Exhibit O** parallel the use cases of HID’s identification and authentication technologies:

## Top Use Cases of Biometrics

We provide peace of mind to a great array of organizations and industries who know that they are getting the highest level of safety and security through trusted identity.

Our biometric identification and authentication technologies have been time-tested in the following use cases:

- Access Credentialing
- Biometric Multi-Factor Authentication
- Border Security
- Contactless Payment
- Customer Onboarding
- Criminal Booking
- Fraud Prevention
- Know Your Customer for Banking
- Personalized Retail Services
- Proof of Presence
- Retail Loss Prevention
- Secure ATM Transactions
- Self Check-In and Check-Out
- Time and Attendance



**VIDEO:** Transform the Retail Customer Experience >>



**INFOGRAPHIC:** Here's Why Your Bank Needs Facial Recognition >>

*(<https://www.hidglobal.com/solutions/identity-authentication-verification-technologies/biometric-technologies>)*

88. Charter Pacific's website identifies "Standalone Biometric Authentication" under the heading "Our Technologies." A screenshot of Charter Pacific's website at the time of filing is attached as **Exhibit P**.

89. On or about November 11, 2021, Charter Pacific entered into a license agreement with Tapplock Corp.

90. On information and belief, the Charter Pacific-Tapplock Corp. license agreement included a license to the Patents-in-Suit.

91. On information and belief, the Charter Pacific-Tapplock Corp. license agreement covered Tapplock Corp.'s Tapplock one+.

92. According to Charter Pacific, the Tapplock one+ "is a smart padlock using fingerprint access with encrypted smartphone-standard fingerprint sensor" and is "[a] smart lock that can be unlocked with just a tap." **Exhibit E**.

93. According to Charter Pacific, the Tapplock one+ “allows you to share and revoke access with your friends and family through your smartphone.” **Exhibit E.**

94. A representative image of the Tapplock one+ taken from a brochure available on Charter Pacific’s website is below:



95. On information and belief, the Charter Pacific-Tapplock Corp. license agreement was the result of Charter Pacific’s “commercialization strategy for [its] portfolio.” **Exhibit G; see Exhibits N and O.**

96. HID offers a variety of access control devices, including those that include biometric readers, such as the Signo 25B, shown below:



HID® Signo™ Biometric Reader 25B

97. Similar to Tapplock one+, HID’s Signo 25B allows for fingerprint access. Signo 25B also works with HID Mobile Access, which allows for remote management of sharing or revoking access rights using a smartphone.

98. Charter Pacific’s infringement allegations identified in its First Charter Pacific Assertion Letter and the Apple Action all rely on the use of Apple’s Touch ID and Face ID features in combination with a secure access software solution. For example, in the First Charter Pacific Assertion Letter, Charter Pacific alleges “the controlled item is a locking mechanism of the door lock of the user’s home. The Accused Instrumentalities are configured to provide secure access to the user’s home via Yale Smart Locks when the user provides biometric signal to the Accused Instrumentalities via Touch ID or Face ID.” **Exhibit I, 1; Exhibit J, 1.**

99. Based on Charter Pacific’s broad infringement allegations against Yale and August, it is likely that Charter Pacific would consider HID’s products and software solutions to be covered by the Patents-in-Suit.

*HID's and Hospitality's Reasonable Apprehension of Suit – Room Key in Apple Wallet and Employee Badge in Apple Wallet*

100. Charter Pacific has asserted infringement of the '039 patent against Apple. In its infringement chart, Charter Pacific identifies “[t]he Accused Instrumentalities include...Apple iPhones, iPads equipped with Apple Card or device that is substantially or reasonably similar to the functionality set forth below.” Charter Pacific’s infringement chart also states that “Apple Card is built into the Apple Wallet app on iPhone.” A copy of Charter Pacific’s infringement chart for the '039 patent from the Apple Action is attached hereto as **Exhibit Q**.

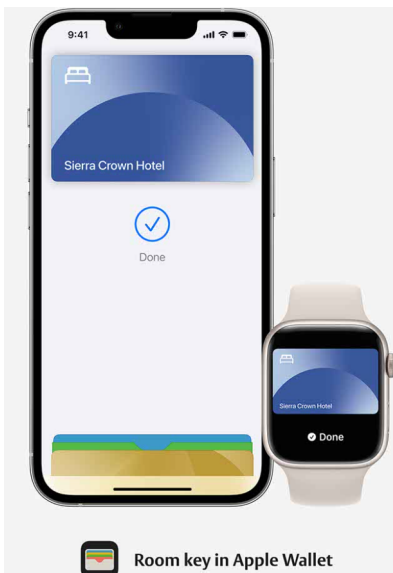
101. HID and Hospitality offer software solutions that allows an individual’s mobile device (e.g., smartphone or wearable) to be used to gain access to secured doors, gates, networks, services, and more.

102. For example, through its HID Mobile Access software solution, HID offers student ID and employee badge in Apple Wallet. With HID Mobile Access credential in Apple Wallet, students and employees can access doors, elevators, turnstiles, multi-function printers, and much more using just their iPhone or Apple Watch. HID Mobile Access credentials in Apple Wallet also takes full advantage of the privacy and security features built into iPhone and Apple Watch.



*(<https://newsroom.hidglobal.com/silverstein-introduces-employee-badge-apple-wallet-its-world-trade-center-employees-and-tenants>)*

103. Similarly, through its ASSA ABLOY Mobile Access software solution, Hospitality offers hotel room key in Apple Wallet. Room key in Apple Wallet integrates into existing access control systems, is simple to distribute and manage, and takes advantage of the built-in security features of iPhone and Apple Watch.



*(<https://www.assaabloyglobalsolutions.com/en/industries/hospitality/mobile-access-hospitality/apple-wallet>)*



104. Charter Pacific's infringement allegations with respect to the '039 patent identified in the Apple Action rely on the use of Apple Wallet in combination with a card. For example, Charter Pacific's '039 infringement chart in the Apple Action states, "Apple Card is built into the Apple Wallet app on iPhone." **Exhibit Q.**

105. Based on Charter Pacific's broad infringement allegations against Apple, it is likely that Charter Pacific would consider HID's and Hospitality's products and software solutions to be covered by the '039 patent.

106. There is a cloud of uncertainty over HID and Hospitality and its market offerings given that (1) Charter Pacific is likely to use Yale's, August's, HID's and Hospitality's common ownership as a basis to bring suit against the ASSA ABLOY Entities in the Western District of Texas based on HID's headquarters in Austin and Hospitality's business activity in Texas, (2) HID offers biometric reader products and software solutions that are in the same product/technology space as Charter Pacific's licensee Tapplock, and (3) HID and Hospitality offer software solutions that allow an individual's mobile device (e.g., smartphone or wearable) to act as a replacement for a keycard to be used to gain access to secured doors, gates, networks, services, and more. Charter Pacific's claims and allegations have injured and are injuring HID's and Hospitality's business and business relationships, and have created a concrete and immediate justiciable controversy between HID and Hospitality and Charter Pacific.

*Efficiency in Resolving Disputes on the Patents-in-Suit for All ASSA ABLOY Entities*

107. The above-described technical and procedural realities cast a cloud of uncertainty over the ASSA ABLOY Entities and their market offerings. This uncertainty has created a substantial, definite, concrete, and immediate justiciable controversy between each of the ASSA ABLOY Entities and Charter Pacific.

108. Charter Pacific has already selected each of the Patents-In-Suit from a larger family of patents in the Charter Pacific portfolio and alleged infringement on grounds that are substantially similar to the allegations that are likely to be raised in any lawsuit brought against the ASSA ABLOY Entities. The ASSA ABLOYs therefore have a strong economic interest in demonstrating that, contrary to the assertions in the First and Second Charter Pacific Assertion Letters and the corresponding claim charts, none of the Yale, August, HID, or Hospitality products, platforms, and/or services infringe the Patents-in-Suit.

109. Charter Pacific's manifested intent to litigate the Patents-in-Suit against the ASSA ABLOY Entities threatens actual and imminent injury to each of the above-named Plaintiffs that can be redressed by judicial relief, and that injury is of sufficient immediacy and reality to warrant the issuance of a declaratory judgment. Absent a declaration of non-infringement of the Patents-in-Suit, Charter Pacific's continued wrongful and baseless assertion of infringement will cause the ASSA ABLOY Entities and their market offerings substantial harm.

110. Based on the above-described technical and procedural circumstances there will also be efficiencies gained and conservation of party and judicial resources by allowing the ASSA ABLOY Entities the opportunity to pursue complete relief for all Plaintiffs in establishing that none of the ASSA ABLOY Entities infringe any of the Patents-in-Suit which have previously been asserted against Apple.

**Count I**

**(Declaratory Judgment of Non-infringement of the '705 Patent)**

111. The averments of paragraphs 1 through 110 above are incorporated herein by reference.

112. The above-named Plaintiffs have not infringed and do not infringe any claim of the '705 Patent, directly or indirectly, either literally or under the doctrine of equivalents.

113. The ASSA ABLOY Entities do not infringe, and have not infringed, any claim of the '705 Patent. For example, the '705 Patent has seven independent claims (i.e., claims 1, 10, 11, 14, 15, 16, and 17) and Charter Pacific previously identified claim 1 as allegedly infringed. Claim 1 is reproduced below:

1. A system for providing secure access to a controlled item, the system comprising:  
a memory comprising a database of biometric signatures;  
a transmitter sub-system comprising:  
a biometric sensor configured to receive a biometric signal;  
a transmitter sub-system controller configured to match the biometric signal against members of the database of biometric signatures to thereby output an accessibility attribute; and  
a transmitter configured to emit a secure access signal conveying information dependent upon said accessibility attribute; and  
a receiver sub-system comprising:  
a receiver sub-system controller configured to:  
receive the transmitted secure access signal; and  
provide conditional access to the controlled item dependent upon said information;  
wherein the transmitter sub-system controller is further configured to:  
receive a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry;  
map said series into an instruction; and  
populate the data base according to the instruction, wherein the controlled item is one of: a locking mechanism of a physical access structure or an electronic lock on an electronic computing device.

114. Claims 10, 11, 14, 15, 16, and 17 recite similar limitations. The ASSA ABLOY Entities do not infringe any claims of the '705 patent at least because no product or service meets or embodies at least the following limitations used in the claimed inventions: “output an accessibility attribute”; “a transmitter configured to emit a secure access signal conveying information dependent upon said accessibility attribute”; “receive a series of entries of the

biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry”; “map said series into an instruction”; and “populate the data base according to the instruction.” For example, as shown above, claim 1 recites a “transmitter sub-system controller...configured to receive a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry” and “map said series into an instruction.”

115. By way of example, the Yale Assure Lock is representative of products and functionality provided by Yale. The Yale Assure Lock is not “configured to receive a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry” and does not “map said series into an instruction” which is required by all the claims of the ’705 Patent.

116. By way of example, the August WiFi Smart Lock is representative of products and functionality provided by August. The August WiFi Smart Lock is not “configured to receive a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry” and does not “map said series into an instruction” which is required by all the claims of the ’705 Patent.

117. By way of example, the HID Signo 25B is representative of products and functionality provided by HID. The HID Signo 25B is not “configured to receive a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry” and does not “map said series into an instruction” which is required by all the claims of the ’705 Patent.

118. In view of the foregoing, a substantial, definite, concrete, and immediate justiciable controversy exists between each of the above-named Plaintiffs and Charter Pacific

with respect to whether any of the products, platforms, and/or services provided by Yale, August, and/or HID infringes any claim of the '705 Patent.

119. The above-named Plaintiffs seek a declaration that each entity does not infringe any claim of the '705 Patent.

## **Count II**

### **(Declaratory Judgment of Non-infringement of the '208 Patent)**

120. The averments of paragraphs 1 through 119 above are incorporated herein by reference.

121. The above-named Plaintiffs have not infringed and do not infringe any claim of the '208 Patent, directly or indirectly, either literally or under the doctrine of equivalents.

122. The ASSA ABLOY Entities do not infringe, and have not infringed, any claim of the '208 Patent. For example, the '208 Patent has three independent claims (i.e., claims 1, 9, and 10) and Charter Pacific previously identified claim 9 as allegedly infringed. Claim 9 is reproduced below:

9. A transmitter sub-system for operating in a system for providing secure access to a controlled item, wherein the transmitter sub-system comprises:  
a biometric sensor for receiving a biometric signal;  
means for matching the biometric signal against members of a database of biometric signatures to thereby output an accessibility attribute; and  
means for emitting a secure access signal conveying said information dependent upon said accessibility attribute;  
wherein the transmitter sub-system further comprises means for populating the database of biometric signatures, the populating means comprising:  
means for receiving a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry;  
means for mapping said series into an instruction; and  
means for populating the database according to the instruction,  
wherein the controlled item is one of: a locking mechanism of a physical access structure or an electronic lock on an electronic computing device.

123. Claims 1 and 10 recite similar limitations. The ASSA ABLOY Entities do not infringe any claims of the '208 patent at least because no product or service meets or embodies at least the following limitations used in the claimed inventions: “means for matching the biometric signal against members of a database of biometric signatures to thereby output an accessibility attribute”; “means for emitting a secure access signal conveying said information dependent upon said accessibility attribute”; “means for populating the database of biometric signatures”; “means for receiving a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry”; “means for mapping said series into an instruction”; and “means for populating the database according to the instruction.” For example, as shown above, claim 9 recites a “transmitter sub-system further comprises means for populating the database of biometric signatures, the populating means comprising means for receiving a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry.”

124. By way of example, the Yale Assure Lock is representative of products and functionality provided by Yale. The Yale Assure Lock does not include “means for receiving a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry” and do not include “means for mapping said series into an instruction” which is required by all the claims of the '208 Patent.

125. By way of example, the August WiFi Smart Lock is representative of products and functionality provided by August. The August WiFi Smart Lock does not include “means for receiving a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry” and do not include

“means for mapping said series into an instruction” which is required by all the claims of the ’208 Patent.

126. By way of example, the HID Signo 25B is representative of products and functionality provided by HID. The HID Signo 25B does not include “means for receiving a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry” and do not include “means for mapping said series into an instruction” which is required by all the claims of the ’208 Patent.

127. In view of the foregoing, a substantial, definite, concrete, and immediate justiciable controversy exists between each of the above-named Plaintiffs and Charter Pacific with respect to whether any of the products, platforms, and/or services provided by Yale, August, and/or HID infringes any claim of the ’208 Patent.

128. The above-named Plaintiffs seek a declaration that each entity does not infringe any claim of the ’208 Patent.

### **Count III**

#### **(Declaratory Judgment of Non-infringement of the ’039 Patent)**

129. The averments of paragraphs 1 through 128 above are incorporated herein by reference.

130. The above-named Plaintiffs have not infringed and do not infringe any claim of the ’039 Patent, directly or indirectly, either literally or under the doctrine of equivalents.

131. The ASSA ABLOY Entities do not infringe, and have not infringed, any claim of the ’039 Patent. For example, the ’039 Patent has six independent claims (i.e., claims 1, 3, 13, 15, 18, and 19) and Charter Pacific previously identified claim 13 as allegedly infringed. Claim 13 is reproduced below:

13. A biometric card pointer enrolment system comprising:  
a card device reader for receiving card information;  
a biometric reader for receiving the biometric signature;  
means for defining, dependent upon the received card information, a memory location in a local memory external to the card;  
means for determining if the defined memory location is unoccupied; and  
means for storing, if the memory location is unoccupied, the biometric signature at the defined memory location.

132. Claims 1, 3, 15, 18, and 19 recite similar limitations. The ASSA ABLOY Entities do not infringe any claims of the '039 patent at least because no product or service meets or embodies at least the following limitations used in the claimed inventions: “means for defining, dependent upon the received card information, a memory location in a local memory external to the card”; “means for determining if the defined memory location is unoccupied”; and “means for storing, if the memory location is unoccupied, the biometric signature at the defined memory location.”

133. For example, as shown above, claim 13 recites a “means for defining, dependent upon the received card information, a memory location in a local memory external to the card... means for storing, if the memory location is unoccupied, the biometric signature at the defined memory location.” None of the Yale or August products include both a card reader and a biometric reader, therefore, they cannot define a memory location for storing the biometric signature dependent upon the received card information. Furthermore, the HID products similarly do not define a memory location for storing the biometric signature dependent upon the received card information. To the extent any biometric information is stored in memory, it is done independently of any received card information.



134. By way of example, HID's Mobile Access credential in Apple Wallet is representative of products and functionality provided by HID. HID Mobile Access credential in Apple Wallet does not include "means for defining, dependent upon the received card information, a memory location in a local memory external to the card" and "means for storing, if the memory location is unoccupied, the biometric signature at the defined memory location" which is required by all the claims of the '039 Patent.

135. By way of example, Hospitality's Mobile Access for Hotels in Apple Wallet is representative of products and functionality provided by Hospitality. Hospitality's room key in Apple Wallet does not include "means for defining, dependent upon the received card information, a memory location in a local memory external to the card" and "means for storing, if the memory location is unoccupied, the biometric signature at the defined memory location" which is required by all the claims of the '039 Patent.

136. In view of the foregoing, a substantial, definite, concrete, and immediate justiciable controversy exists between each of the above-named Plaintiffs and Charter Pacific with respect to whether any of the products, platforms, and/or services provided by HID or Hospitality infringes any claim of the '039 Patent.

137. The above-named Plaintiffs seek a declaration that each entity does not infringe any claim of the '039 Patent.

**PRAYER FOR RELIEF**

WHEREFORE, the ASSA ABLOY Entities pray for relief as follows:

(a) For a judgment declaring that each of the above-named Plaintiffs has not infringed and do not infringe any claim of the '705 Patent, directly or indirectly, either literally or under the doctrine of equivalents;

(b) For a judgment declaring that each of the above-named Plaintiffs has not infringed and do not infringe any claim of the '208 Patent, directly or indirectly, either literally or under the doctrine of equivalents;

(c) For a judgment declaring that each of the above-named Plaintiffs has not infringed and do not infringe any claim of the '039 Patent, directly or indirectly, either literally or under the doctrine of equivalents;

(d) That the Court declare that this case is exceptional under 35 U.S.C. § 285 and award the ASSA ABLOY Entities their attorneys' fees, costs, and expenses incurred in this action;

(e) That the Court award the ASSA ABLOY Entities any and all other relief to which they may be entitled; and

(f) That the Court award the ASSA ABLOY Entities any other relief as the Court may deem just, equitable, and proper.

**JURY DEMAND**

The above-named Plaintiffs demand a jury trial on all issues and claims so triable.

Date: May 23, 2022

Respectfully submitted,

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