

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

**SOVEREIGN PEAK
VENTURES, LLC,
Plaintiff,**

v.

**ONEPLUS TECHNOLOGY
(SHENZHEN) CO., LTD,
Defendant.**

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CASE NO. 2:24-cv-654

JURY TRIAL

COMPLAINT AND JURY DEMAND

Plaintiff Sovereign Peak Ventures, LLC (“SPV”) brings this action against OnePlus Technology (Shenzhen) Co., Ltd. for infringement of U.S. Patent Nos. 9,620,282, 9,935,481, 9,991,735, 10,044,225, 10,230,272, 10,468,913, 10,574,090, and 11,070,075 and alleges the following:

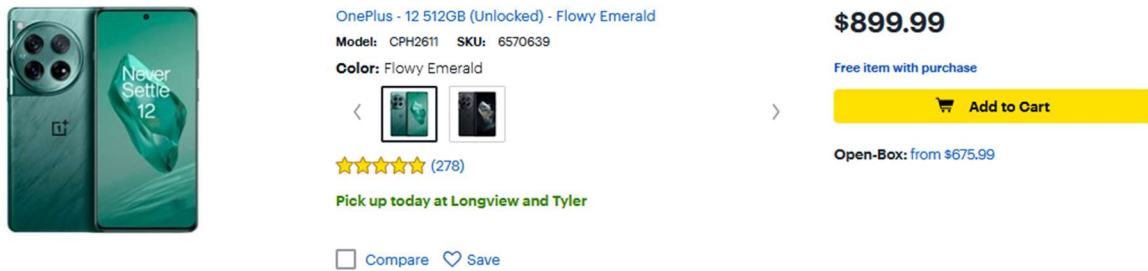
THE PARTIES

1. Plaintiff, Sovereign Peak Ventures, LLC, is a Texas Limited Liability Company with its principal place of business in Allen, Texas.
2. Defendant OnePlus Technology (Shenzhen) Co., Ltd., is a corporation organized under the laws of the People's Republic of China with its principal place of business located at 18F, Tairan Building, Block C, Tairan 8th Road, Chegongmiao Futian District, Shenzhen, Guangdong, 518040, China.
3. OnePlus was founded in the People's Republic of China in 2013 and

does business in the State of Texas and in the Eastern District of Texas.

4. OnePlus offers for sale and sells the accused products to customers and potential customers in Texas, including in this judicial district.

5. OnePlus's authorized sellers and sales representatives offer, sell, and distribute products accused of infringing SPV's patents to consumers in this judicial district. OnePlus's authorized sellers and sales representatives include Best Buy located at 422 W Loop 281, Ste 100, Longview, Texas 75605 and at 5514 S Broadway Ave, Tyler, Texas.



6. OnePlus sells, offers for sale, imports, and distributes the accused products throughout the United States and in this judicial district to and through its website (<https://www.oneplus.com/us/store>), the OnePlus store on amazon.com, and affiliated OnePlus companies and agents.

7. OnePlus and its affiliates identify collectively as “OnePlus” (*see, e.g.*, <https://www.oneplus.com/us/legal/us-privacy-policy>) and act as a single entity in distributing, advertising, selling, and using the accused products.

8. OnePlus and its affiliates are jointly and severally liable for their acts.

JURISDICTION AND VENUE

9. SPV brings this action for patent infringement under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

10. This Court has specific and personal jurisdiction over OnePlus consistent with the requirements of the Due Process Clause of the United States Constitution and the Texas Long Arm Statute. OnePlus has sufficient minimum contacts with the forum because it transacts substantial business in the State of Texas and in this judicial district. OnePlus purposefully and voluntarily places its products, including products that infringe SPV's patent claims, into the stream of commerce with the expectation that they will be purchased and used by customers located in Texas. OnePlus has, directly or through subsidiaries or intermediaries, committed and continues to commit acts of infringement in Texas and in this judicial district. OnePlus is subject to this Court's specific personal jurisdiction consistent with the principles of due process and the Federal Long-Arm Statute of Fed. R. Civ. P. 4(k)(2) because OnePlus has substantial contacts with the United States, has committed and/or induced acts of patent infringement in the United States, and is not subject to jurisdiction in any state's courts of general jurisdiction.

11. OnePlus is a foreign entity. Venue is proper in this Judicial District

pursuant to 28 U.S.C. § 1391(c)(3). Through its own acts and/or through the acts of others, OnePlus sells, offers to sell, and/or uses infringing products in the United States and in this judicial district, and/or imports infringing products into the United States. OnePlus regularly transacts and solicits business in this judicial district and has the requisite minimum contacts with Texas and this judicial district such that this venue is fair and reasonable.

12. OnePlus has admitted, consented to, or not contested proper venue in the Eastern District of Texas.

13. OnePlus purposefully avails itself of the privilege of conducting business activities in Texas and this judicial district, and thus, submits to the jurisdiction of this Court. Defendants contract with and engage in persistent conduct targeting residents of Texas and this district, deriving substantial revenue from goods and services offered for sale, sold, and/or imported to and targeting residents of Texas and this district directly and through or in concert with intermediaries, agents, distributors, importers, customers, subsidiaries and/or consumers.

14. To sell the accused products in the United States, OnePlus applied for and obtained registrations from the United States Federal Communications Commission (FCC). *See, e.g.*, <https://fccid.io/2ABZ2-AA438>.

FCC ID 2ABZ2-AA438

2ABZ2AA438, 2ABZ2 AA438, 2ABZ2-AA438

OnePlus Technology (Shenzhen) Co., Ltd. Smart phone AA438

FCC ID: / OnePlus Technology (Shenzhen) Co., Ltd. / AA438

An FCC ID is the product ID assigned by the FCC to identify wireless products in the market. The FCC chooses 3 or 5 character "Grantee" codes to identify the business that created the product. For example, the grantee code for **FCC ID: 2ABZ2-AA438** is **2ABZ2**. The remaining characters of the FCC ID, **-AA438**, are often associated with the product model, but they can be random. These letters are chosen by the applicant. In addition to the application, the FCC also publishes *internal images*, *external images*, *user manuals*, and *test results* for wireless devices. They can be under the "exhibits" tab below.

Purchase on Amazon: Smart phone

Application: Smart phone

Equipment Class: CBE - Citizens Band End User Devices

Short Link: fcc.id/2ABZ2-AA438

Sources: [FCC.gov](https://www.fcc.gov) | [FCC.report](#)

Registered By: OnePlus Technology (Shenzhen) Co., Ltd. - 2ABZ2 (China)

15. OnePlus publishes user guides and manuals on its website (<https://service.oneplus.com/us/user-manual>) for access by consumers in Texas and this judicial district.

16. OnePlus sponsors contests requiring participants to agree to terms and conditions with OnePlus. See <https://www.oneplus.com/us/photography-awards-2024/guide>.

OnePlus Photography Awards 2024 – Terms and Conditions

The OnePlus Photography Awards 2024 is a mobile phone photography contest launched and operated by OnePlus Technology (Shenzhen) Co., Ltd, in partnership with the International Photography Awards (IPA). (Hereinafter referred to as "OnePlus", "we" or "sponsor").

General Clause

1. You are qualified for the Awards only if you are eighteen (18) years old.
2. You have the right to opt for or against participation in the Awards. Your part or full participation in the Awards will be deemed to fully understand and agree with the entire content of the Terms and Conditions, including the contest rules and the interpretations stipulated herein.
3. The judging rules in the Awards apply only to the works that comply with the participation rules.

THE SOVEREIGN PEAK VENTURES PATENTS AND HOW ONEPLUS INFRINGES THEM

17. SPV owns a portfolio of patents invented by employees of Panasonic Corporation. Since its founding in 1918, Panasonic has been at the forefront of the electronics industry for over a century. Since acquiring the Panasonic portfolio, SPV has promoted adoption of technologies claimed in the Panasonic portfolio and has entered into license agreements with numerous companies.

18. Over the years, Panasonic has innovated in the home appliance, battery, mobile phone, and television industries. Panasonic's invention of the "Paper Battery" in 1979 is widely credited as enabling the compact electronics of today. In 1991, Panasonic released the Mova P, the smallest and lightest mobile phone on the market, which revolutionized the industry by demonstrating the public's demand for a compact, lightweight device. Panasonic also produced the first wide-format plasma display and developed the first digital television for the U.S. market.

19. Panasonic's history of innovation is borne out by its intellectual

property. Searching the Patent Office’s database for Panasonic as patent assignee yields more than 27,000 matches.

20. Marking its centennial in 2018, Panasonic opened the Panasonic Museum to showcase its history of design philosophy and innovation.



OnePlus Infringes U.S. Patent No. 9,620,282

21. OnePlus Accused Products include smartphones and devices that support wireless charging including the OnePlus 8 Pro, 9, 9 Pro, 10 Pro, and 12. The allegations throughout this complaint apply across all asserted patents.

22. The Patent Office issued U.S. Patent No. 9,620,282, titled “Noncontact connector apparatus and system using inductive coupling between coils,” on April 11, 2017, after a thorough examination and determination that the subject matter claimed is patentable.

23. OnePlus is a member of the Wireless Power Consortium which promulgates the WPC/Qi wireless charging specification. As an OEM/ODM supplier, OnePlus complies with the WPC/Qi specifications and has implemented wireless charging in many of its products.



OnePlus Community

Home

My circles

All circles

Store

Power of Community

To simplify:

- Your Android and the charger each have special electrical coils in them.
- When the two coils get close enough, they use magnetism to create small oscillations (vibrations) in the coil and an EMF is created by the coil inside your phone.
- This EMF sends a small amount of power through the charging circuit in your phone and charges the battery.
- It costs more and takes longer to charge than it would if you plugged your phone in, and creates more heat because this is less efficient than connecting wires the traditional way.

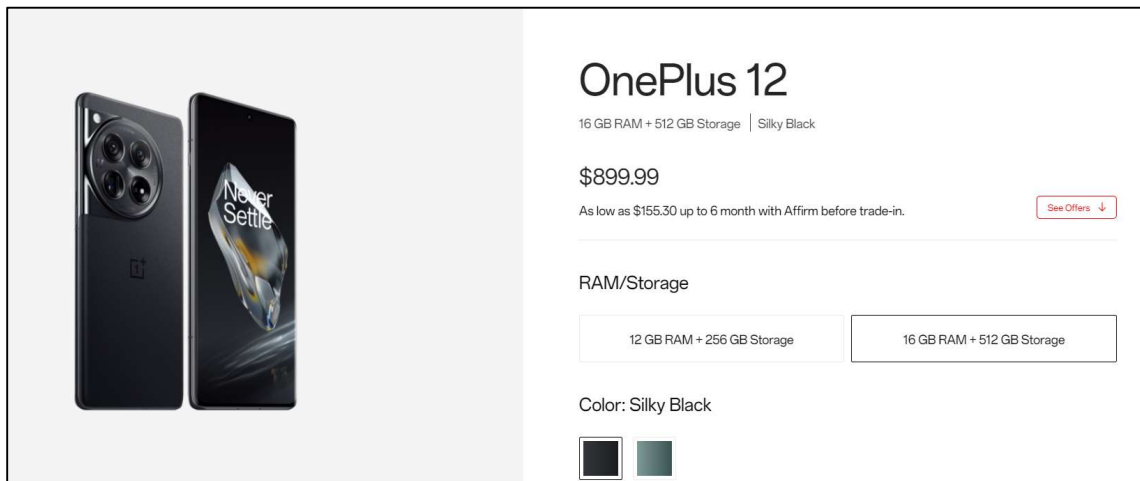
Time to Never Settle

Now that we discussed the concept of wireless charging, let us discuss a bit more about how OnePlus has approached wireless charging. The way OnePlus has imagined, designed, and implemented the tech is truly incredible, and we would like to take the opportunity of sharing some of our favorite features of it.

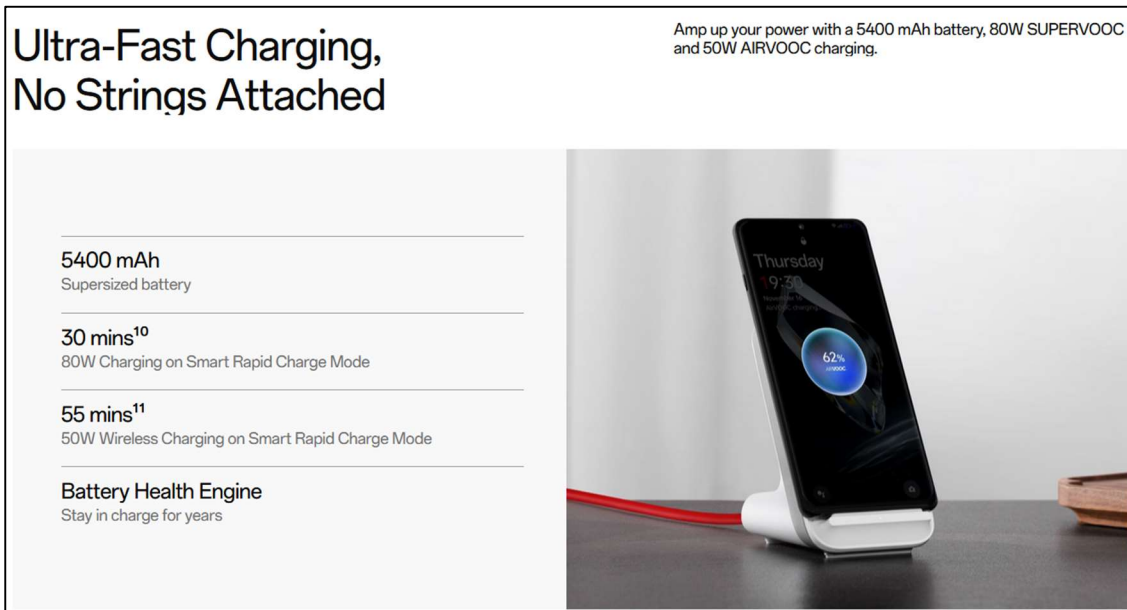


24. The OnePlus 12, for example, features wireless charging.

<https://www.oneplus.com/us/oneplus-12>.



The screenshot shows the OnePlus 12 product page. On the left, there are two images of the phone: one showing the back with the camera array and another showing the front with the screen displaying 'Never Settle'. On the right, the text reads 'OnePlus 12' followed by '16 GB RAM + 512 GB Storage | Silky Black'. The price is '\$899.99' with a note 'As low as \$155.30 up to 6 month with Affirm before trade-in.' and a 'See Offers' button. Below this, there are two configuration options for RAM/Storage: '12 GB RAM + 256 GB Storage' and '16 GB RAM + 512 GB Storage'. The color is listed as 'Silky Black' with two color swatches.



The screenshot highlights the charging features of the OnePlus 12. The main heading is 'Ultra-Fast Charging, No Strings Attached'. A sub-heading reads 'Amp up your power with a 5400 mAh battery, 80W SUPERVOOC and 50W AIRVOOC charging.' Below this, there are four key features listed in a list format:

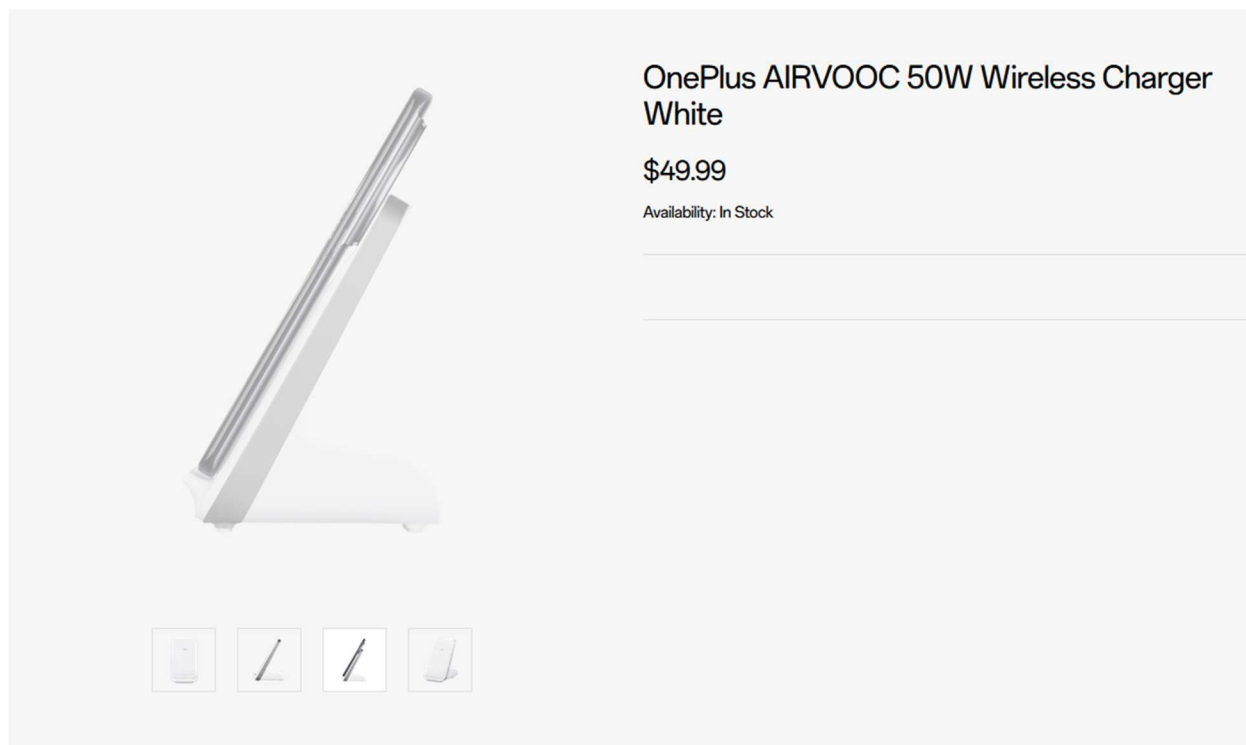
- 5400 mAh**
Supersized battery
- 30 mins¹⁰**
80W Charging on Smart Rapid Charge Mode
- 55 mins¹¹**
50W Wireless Charging on Smart Rapid Charge Mode
- Battery Health Engine**
Stay in charge for years

To the right of the text is an image of the OnePlus 12 on a white wireless charging stand. The phone's screen shows the time 'Thursday 9:30' and a battery level of '62%' with a charging icon.



The screenshot shows the charging capabilities section. On the left, the word 'Charge' is written twice. On the right, the text reads '80W SUPERVOOC™' and '50W AIRVOOC'.

25. OnePlus markets and sells the OnePlus AIRVOOC 50W Wireless Charger as an accessory for the OnePlus Accused Products.



Overview

Flash Charging Helps You Navigate through the Day

With 50W Max high-power charging, your OnePlus 12 charges faster, and gains 50% battery power in 23 minutes and 100% in 55 minutes.

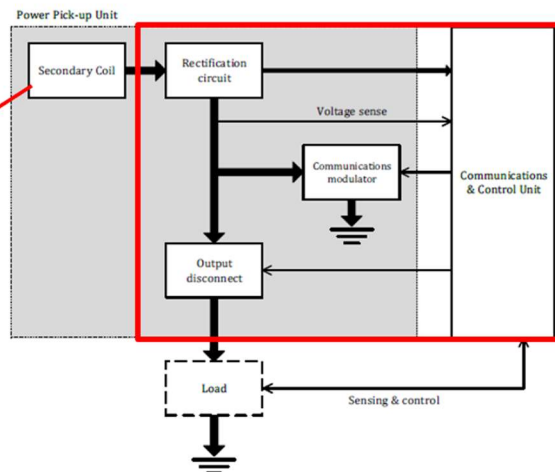
26. The OnePlus Accused Products are power transfer apparatuses according to at least claim 10 of the '282 patent.
27. The Accused Products are enabled for wireless charging functionality to transfer power to the device battery.
28. OnePlus Accused Products include wireless power receiver circuitry

(PRx) and support wireless charging according to the Qi wireless charging specification.

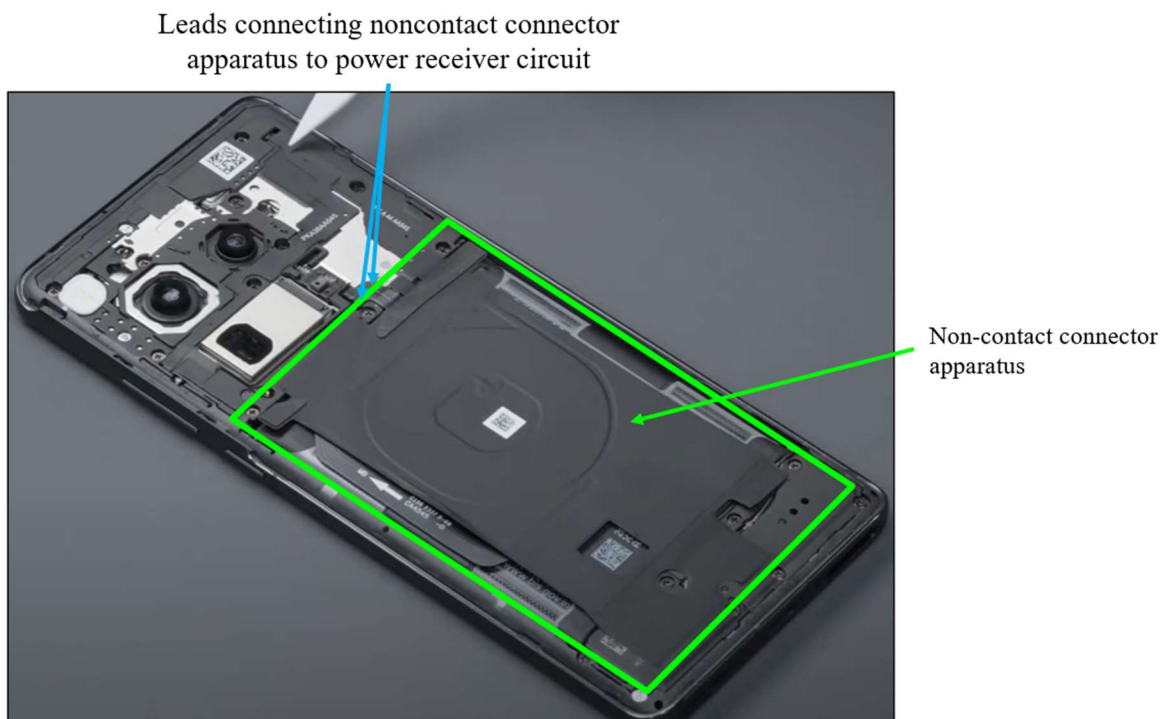
3.1 Power Receiver design requirements (PRx)

Figure 4 illustrates an example of a functional block diagram for a Baseline Power Profile Power Receiver.

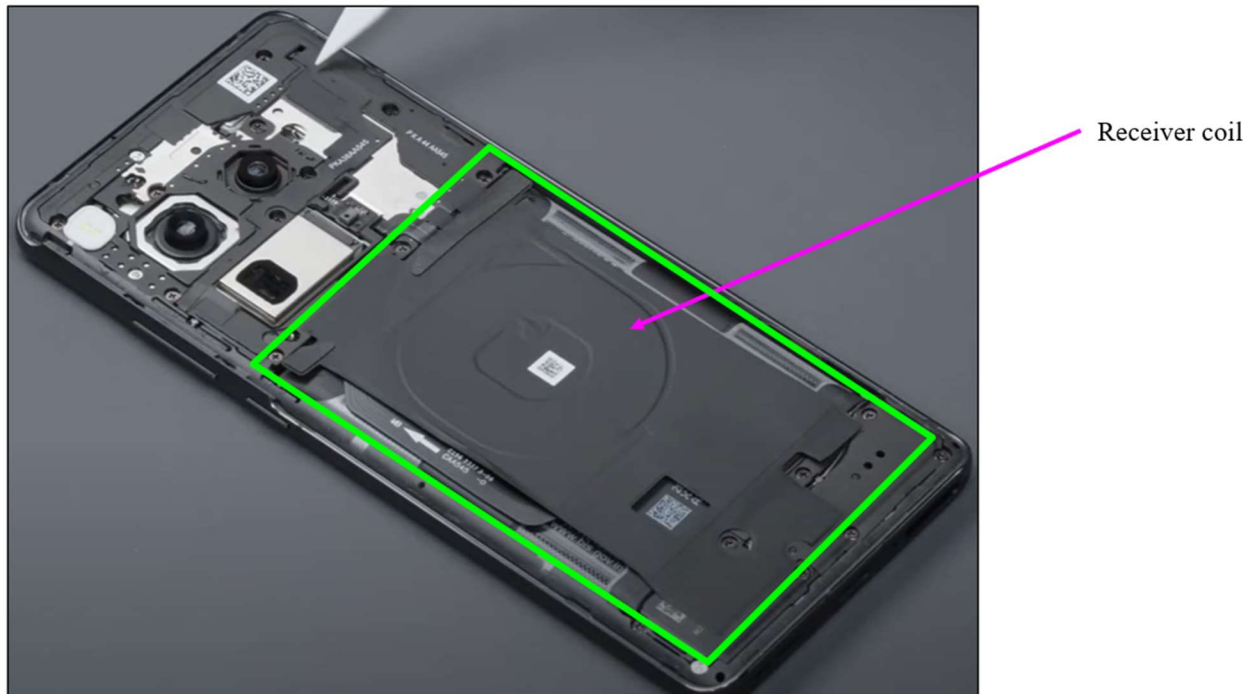
Figure 4. Functional block diagram for a Baseline Power Profile Power Receiver



29. The Accused Products include a noncontact apparatus (i.e., the wireless charging module) connected to the power receiver circuit.



30. The noncontact connector apparatus of the Accused Products comprises a receiver coil that is provided to be adjacent, so as to be electromagnetically coupled, to a transmitter coil when placed upon a wireless charging pad.

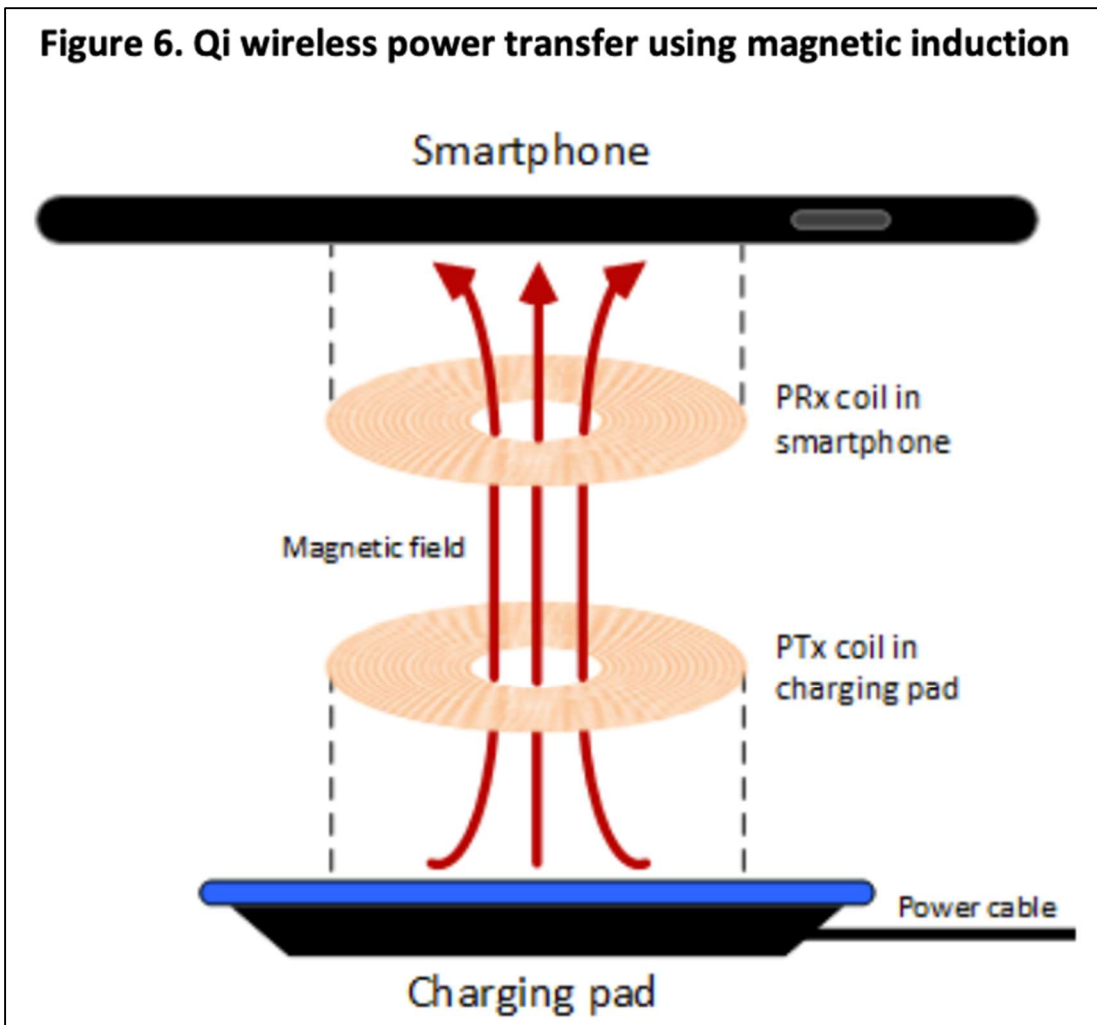


31. In compliance with Qi charging requirements, the charging coil (i.e., “receiver coil”) of the Accused Products is provided so that it is adjacent so as to be electronically coupled to a transmitter coil of a wireless charger.

3 How Qi wireless power transfer works

The Qi wireless power transfer system uses magnetic induction to transfer power to a power receiver (PRx) subsystem contained within the mobile device when it is placed on top of a power transmitter (PTx).

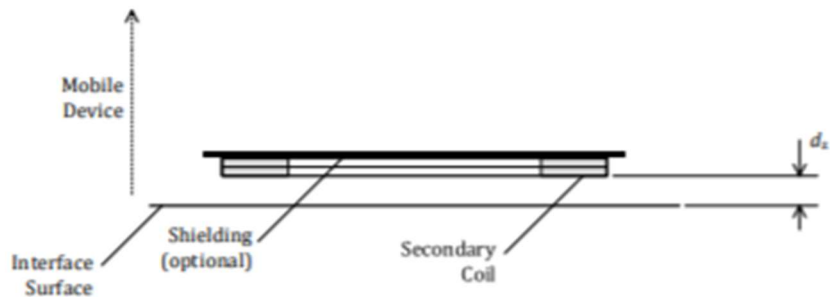
WPC - Introduction to the Power Class 0 Specification v. 1.2.3



2.1.1 Interface Surface

The distance from the Secondary Coil to the Interface Surface of the Mobile Device (see Figure 3) shall not exceed $d_z = 2.5$ mm across the bottom face of the Secondary Coil.

Figure 3. Secondary Coil assembly



Wireless Power Consortium Qi Specification v. 1.2.3.

32. The receiver coil of the Accused Products includes a winding wound on a second plane opposed to be adjacent to a first plane on which the transmitter coil is provided.

33. The wireless charging module of the Accused Products comprises shielding material (“a second magnetic body”) adjacent and electromagnetically coupled to the receiving coil and covering at least part of the coil winding.

34. As shown below, one side (i.e. the bottom-facing side) of the insulating sheet is provided between the second plane (on which the Rx coil is wound) and the first plane (on which the Tx coil is provided).



35. In the receiver coil, self-inductance will increase due to the existence of a magnet. Thus, a coupling coefficient (k) between the transmitter coil and the receiver coil will be set to decrease according to the following equation (*see also* col. 7 of the '282 Specification):

$$k = \frac{M}{\sqrt{L1} \times \sqrt{L2}} \text{ for } 0 \leq |k| \leq 1,$$

where M represents an mutual inductance between the transmitter coil 1 and the receiver coil 2, $L1$ represents the self-inductance of the transmitter coil 1, and $L2$ represents the self-inductance of the receiver coil 2.

Figure 8. Test configuration for measuring Rx-coil inductance (L'_S)

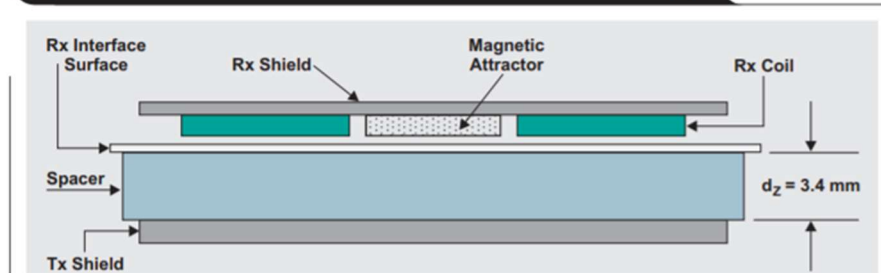


Table 2. Rx-coil-inductance parameters to be measured during development

PARAMETER	Rx COIL WITH Tx SHIELD	Rx COIL WITHOUT Tx SHIELD	BATTERY	MAGNET	SUMMARY
L'_S	Included	—	—	—	Standard L'_S measurement
L'_{S_m}	Included	—	—	Included	Exposes the effect of the magnet
L'_{S_b}	Included	—	Included	—	Exposes the effect of the battery
$L'_{S_m_b}$	Included	—	Included	Included	Exposes the effect of the battery and the magnet together
L_S	—	Included	—	—	Standard L_S measurement
L_{S_b}	—	Included	Included	—	Exposes the effect of the battery

Table 3. Measured inductances of a sample coil

	L'_S	L'_{S_m}	L'_{S_b}	$L'_{S_m_b}$	L_S	L_{S_b}
Inductance (μ H)	12.9	13.1	10.5	10.6	10.9	9.52
Resonance (kHz)	90.15	89.63	100	99.72	98.15	105.02

36. When k is high, wide-band operation cannot be achieved because the frequency response (i.e., “frequency characteristics”) of the transmission efficiency has a double-peaked narrow-band response. Therefore, to achieve wide band operation k should be lowered by increasing self-inductances of each of the transmitted coil and the receiver coil.

37. When k is higher, the frequency response of the transmission efficiency is undesirably a double-peaked narrow-band response.

4746

IEEE TRANSACTIONS ON INDUSTRIAL ELECTRONICS, VOL. 58, NO. 10, OCTOBER 2011

Maximizing Air Gap and Efficiency of Magnetic Resonant Coupling for Wireless Power Transfer Using Equivalent Circuit and Neumann Formula

Takehiro Imura, *Member, IEEE*, and Yoichi Hori, *Fellow, IEEE*

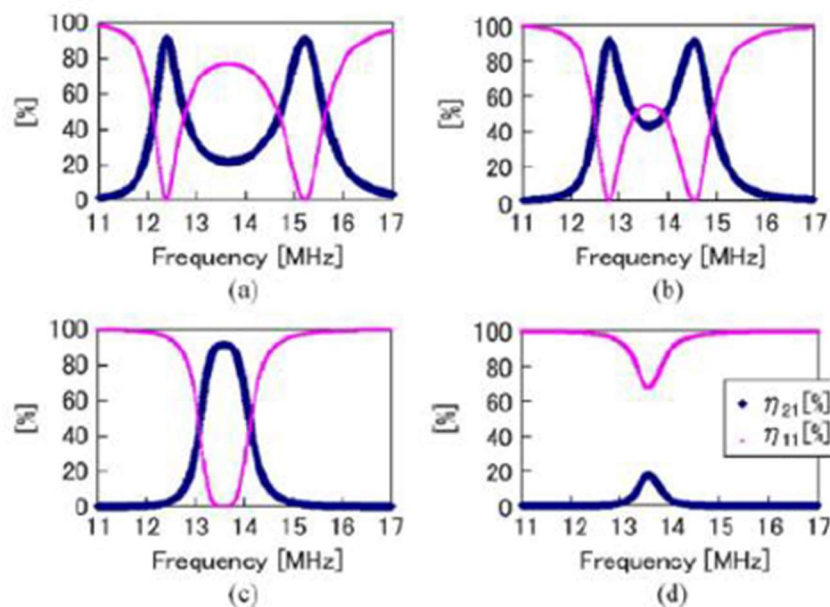
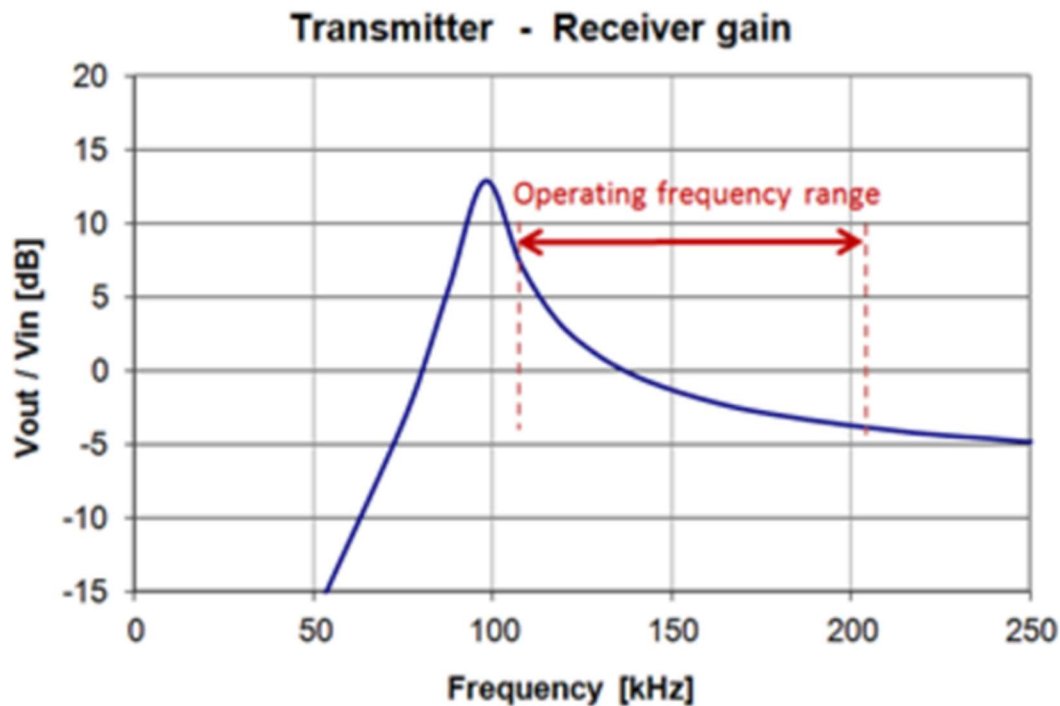


Fig. 4. Results of electromagnetic field analysis for efficiency versus frequency at different gap lengths. (a) $g = 49$ mm. (b) $g = 80$ mm. (c) $g = 170$ mm. (d) $g = 357$ mm.

38. When Qi-compliant (i.e., WPC-compliant) components are selected, as they are in the Accused Products, k is lowered and the frequency response (i.e., “frequency characteristic”) of the transmitter-receiver gain (i.e., “transmission efficiency”) changes from a double-peaked narrow-band response to a single-peaked wide-band response.



39. When frequency response of the Accused Products is measured according to WPC guidelines, the change from a double-peaked narrow-band characteristic to a single-peaked wide-band characteristic is observed. The center frequency of the double-peaked narrow-band characteristic is lower than the center frequency of the single-peaked wide-band characteristic.

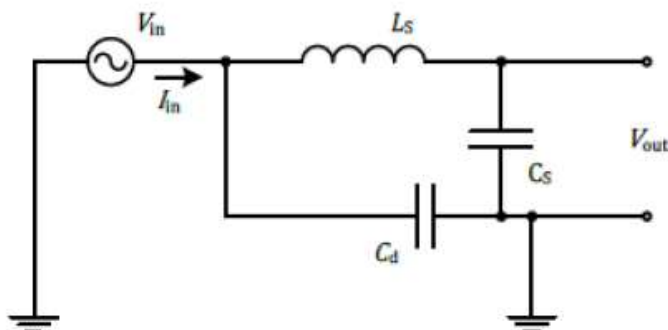
Annex C Power Receiver design guidelines (informative)

C.1 Large-signal resonance check

In the course of designing a Power Receiver, it should be verified that the resonance frequency f_s of the dual resonant circuit remains within the tolerance range defined in Section 3.1.1, *Dual resonant circuit*, under large-signal conditions. The test defined in this Annex C.1 serves this purpose.

Step 1. Connect an RF power source to the assembly of Secondary Coil, Shielding and other components that influence the inductance of the Secondary Coil—e.g. a magnetic attractor; see Figure 7 on page 28—and series resonant capacitance C_s ; see Figure 56. The presence of the parallel capacitance C_p is optional.

Figure 56. Large signal secondary resonance test



Step 2. Position the assembly and an appropriate spacer on primary Shielding material, as shown in Figure 7.

Step 3. Measure the input voltage V_{in} as a function of the frequency of the RF power source in the range of 90...110 kHz, while maintaining the input current I_{in} at a constant level, preferably at about twice the maximum value intended in the final product.

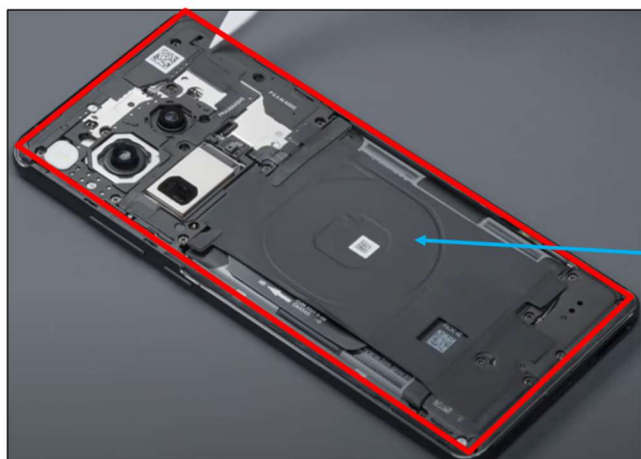
Step 4. Verify that the frequency at which the measured V_{in} is at a minimum, occurs within the specified tolerance range of the resonance frequency f_s .

OnePlus Infringes U.S. Patent No. 9,935,481

40. The Patent Office issued U.S. Patent No. 9,935,481, titled “Mobile terminal including wireless charging module and battery pack,” on April 3, 2018, after a thorough examination and determination that the subject matter claimed is

patentable.

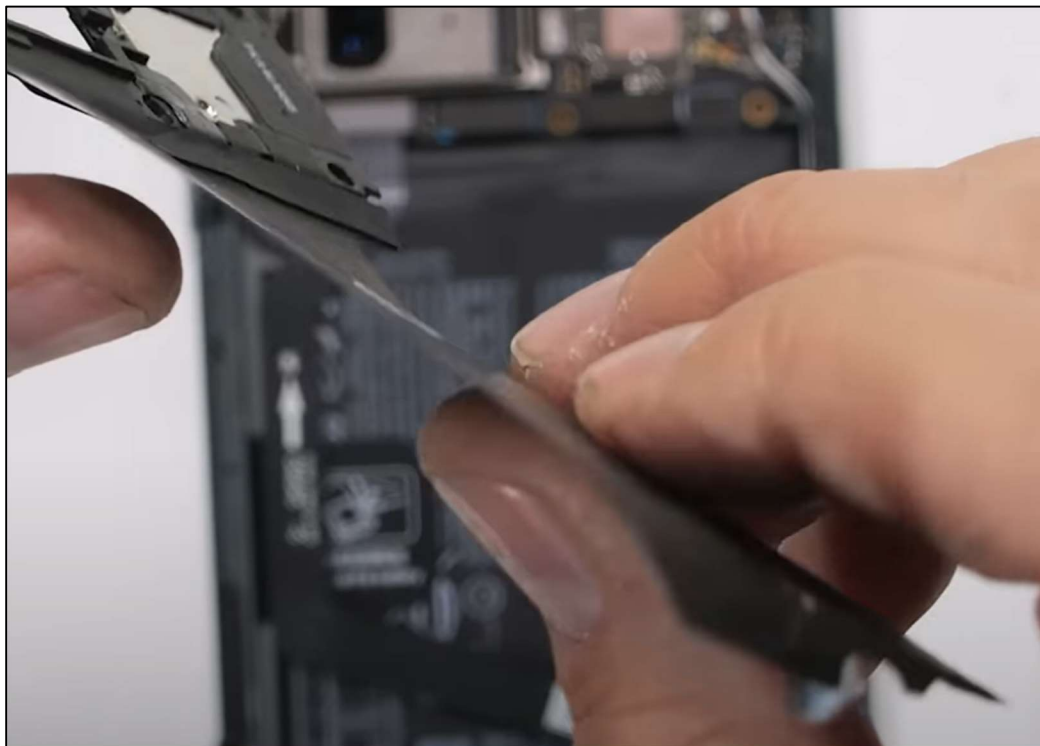
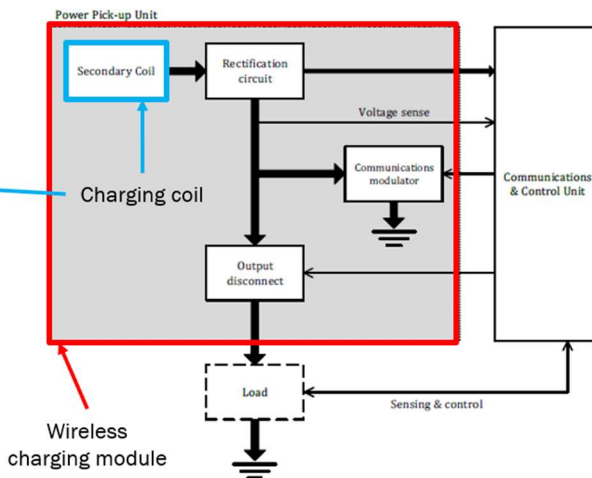
41. The Accused Products are mobile terminals and include a wireless charging module with a charging coil. The charging module is substantially planar.



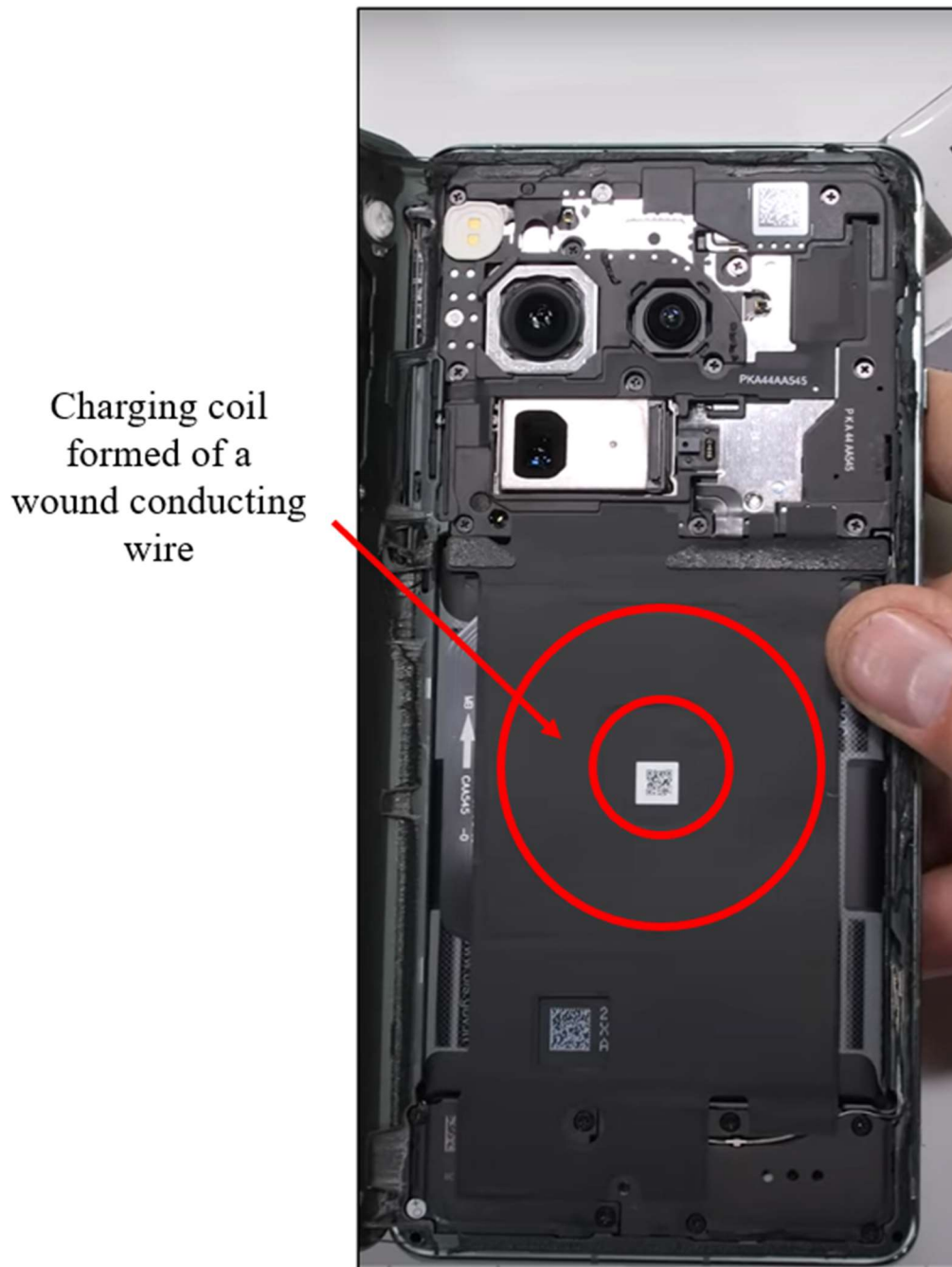
3.1 Power Receiver design requirements (PRx)

Figure 4 illustrates an example of a functional block diagram for a Baseline Power Profile Power Receiver.

Figure 4. Functional block diagram for a Baseline Power Profile Power Receiver



42. The charging coil of the Accused Products is formed of a wound conducting wire.

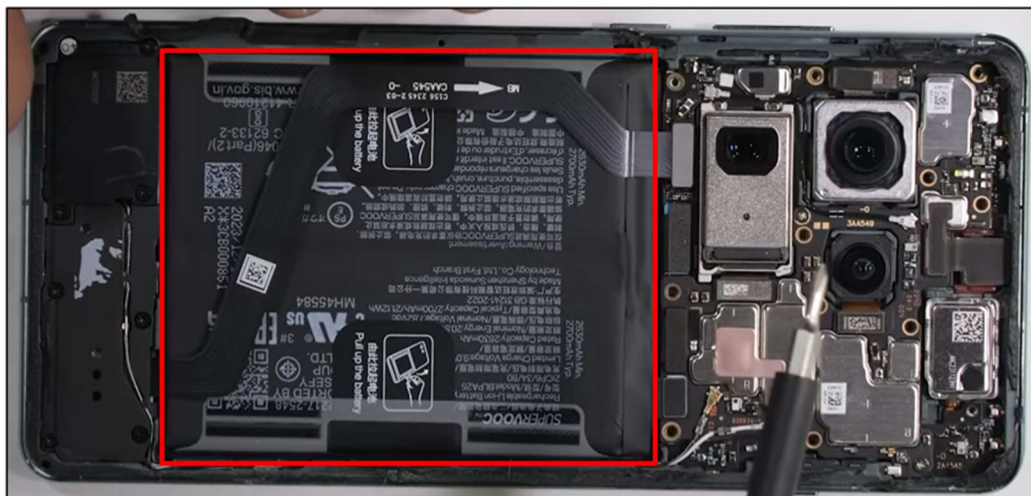


43. A communication coil (e.g., the NFC coil shown below) is located adjacent to the charging coil.



44. The distance between the communication coil and the charging coil is non-uniform.

45. The Accused Products feature a substantially planar battery pack configured to store power from the wireless charging module.



46. Operation of the Accused Products is controlled by a circuit board substrate (i.e., a main board).

Circuit board
substrate



47. The wireless charging module overlaps the circuit board or battery pack which do not overlap each other as shown in the photographs above. A gap between the main board and battery pack is exemplified in the OnePlus 12 photograph below.



OnePlus Infringes U.S. Patent Nos. 9,991,735, 10,044,225, 10,230,272, and 10,574,090

48. The Patent Office issued U.S. Patent No. 9,991,735, titled “Electronic device including non-contact charging module and battery,” on June 5, 2018, after thorough examination and determination that the subject matter claimed is patentable.

49. The Patent Office issued U.S. Patent No. 10,044,225, titled “Electronic device including non-contact charging module,” on August 7, 2018, after thorough examination and determination that the subject matter claimed is patentable.

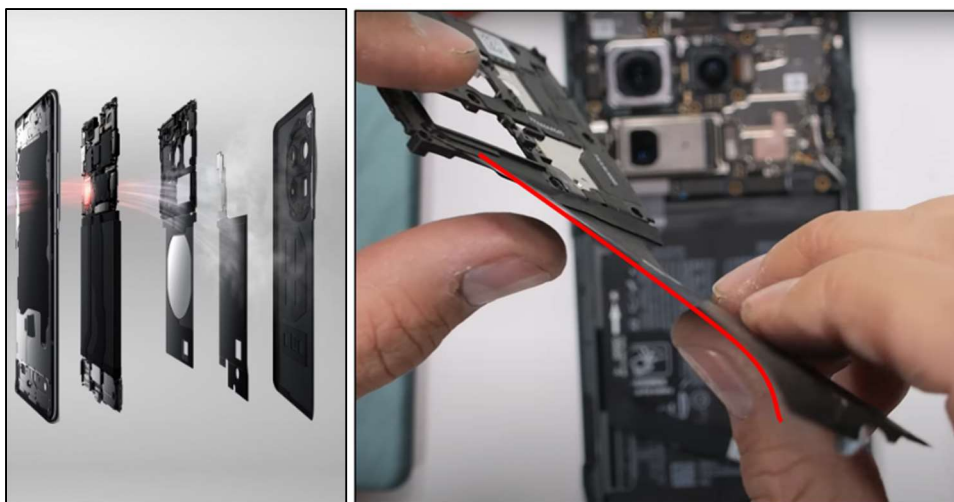
50. The Patent Office issued U.S. Patent No. 10,230,272, titled “Mobile terminal including wireless charging coil and magnetic sheet having inwardly

receding portion,” on March 12, 2019, after thorough examination and determination that the subject matter claimed is patentable.

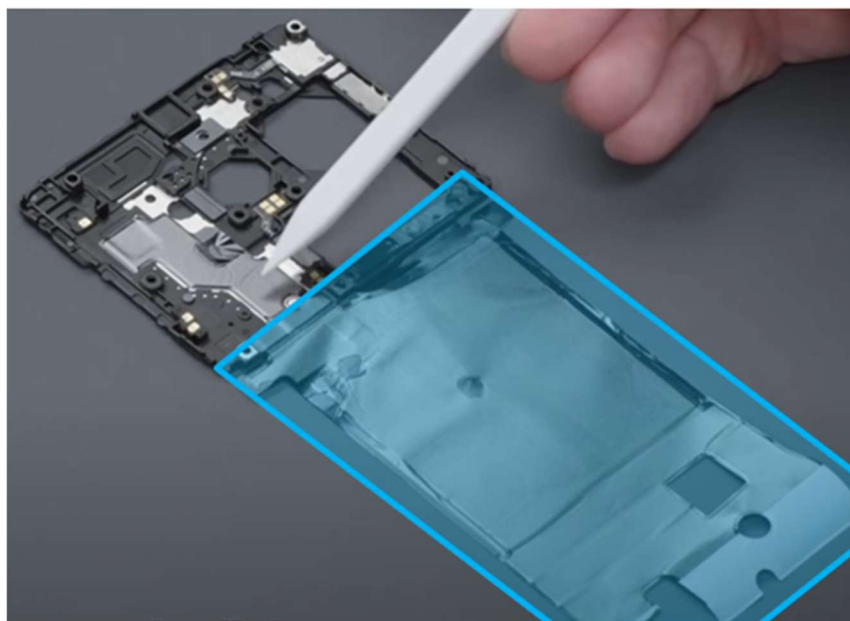
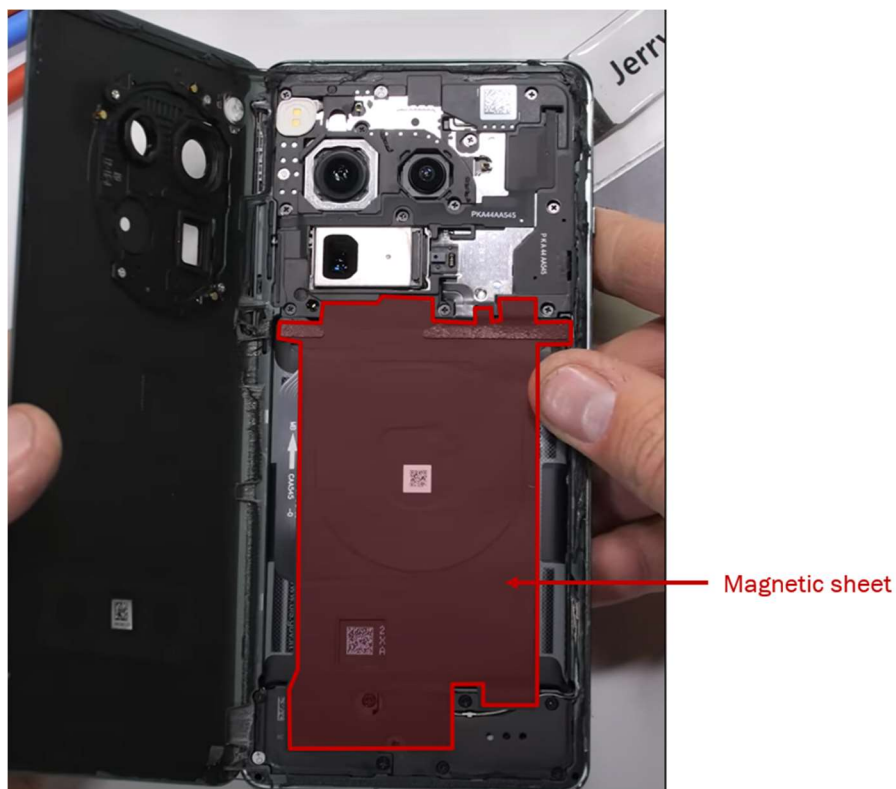
51. The Patent Office issued U.S. Patent No. 10,574,090, titled “Mobile terminal including wireless charging coil and magnetic sheet having inwardly receding portion,” on February 25, 2020, after thorough examination and determination that the subject matter claimed is patentable.

52. The Accused Products are electronic devices capable of communicating and comprising a generally rectangular housing defined by two short sides along a lateral direction and two long sides along a longitudinal direction.

53. The Accused Products include in the housing a non-contact charging module (Qi-compliant wireless charging module), a wireless charging coil (exemplified above) having a substantially planar shape and formed of a wound electrical wire, and a magnetic sheet that overlaps the charging coil.




54. The Accused Products contain a magnetic sheet having a rectangular shape with four edges and four corner portions. The magnetic sheet overlaps the charging coil.



55. The Accused Products feature a display arranged at the front of the device with the wireless charging coil arranged at the rear of the device and a magnetic sheet between them. The display is closer to the magnetic sheet than to the wireless charging coil.

56. The substantially planar battery of the Accused Products is configured to receive power from the wireless charging coil.

<p>5400 mAh Supersized battery</p> <hr/> <p>30 mins¹⁰ 80W Charging on Smart Rapid Charge Mode</p> <hr/> <p>55 mins¹¹ 50W Wireless Charging on Smart Rapid Charge Mode</p> <hr/> <p>Battery Health Engine Stay in charge for years</p>	
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57. The battery overlaps with the wireless charging coil of the wireless charging module.

58. Within the housing is a circuit board, which does not overlap with the battery in a plan view.

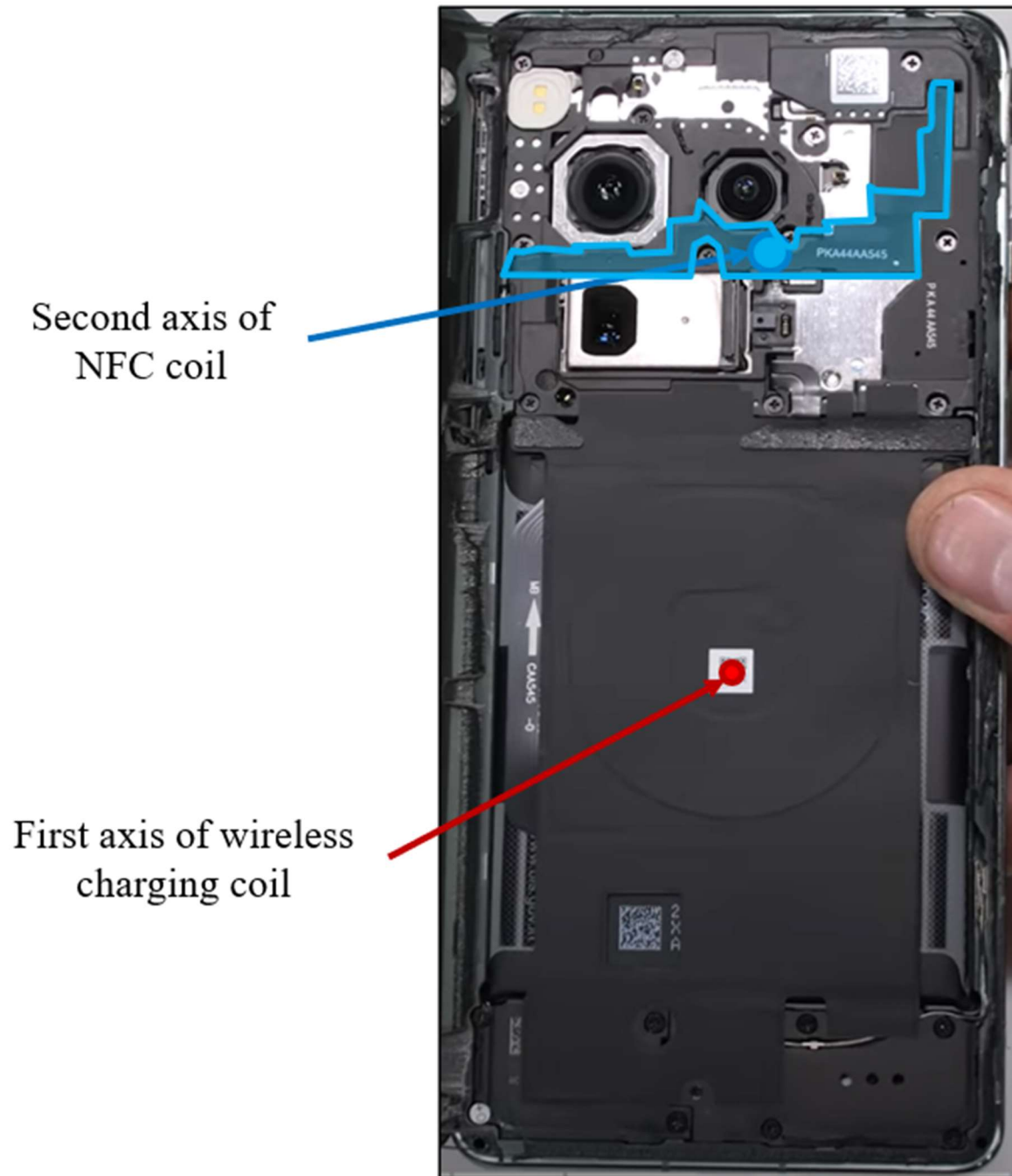


59. The Accused Products feature an NFC antenna in the housing including an NFC coil formed of a wound electrical wire.

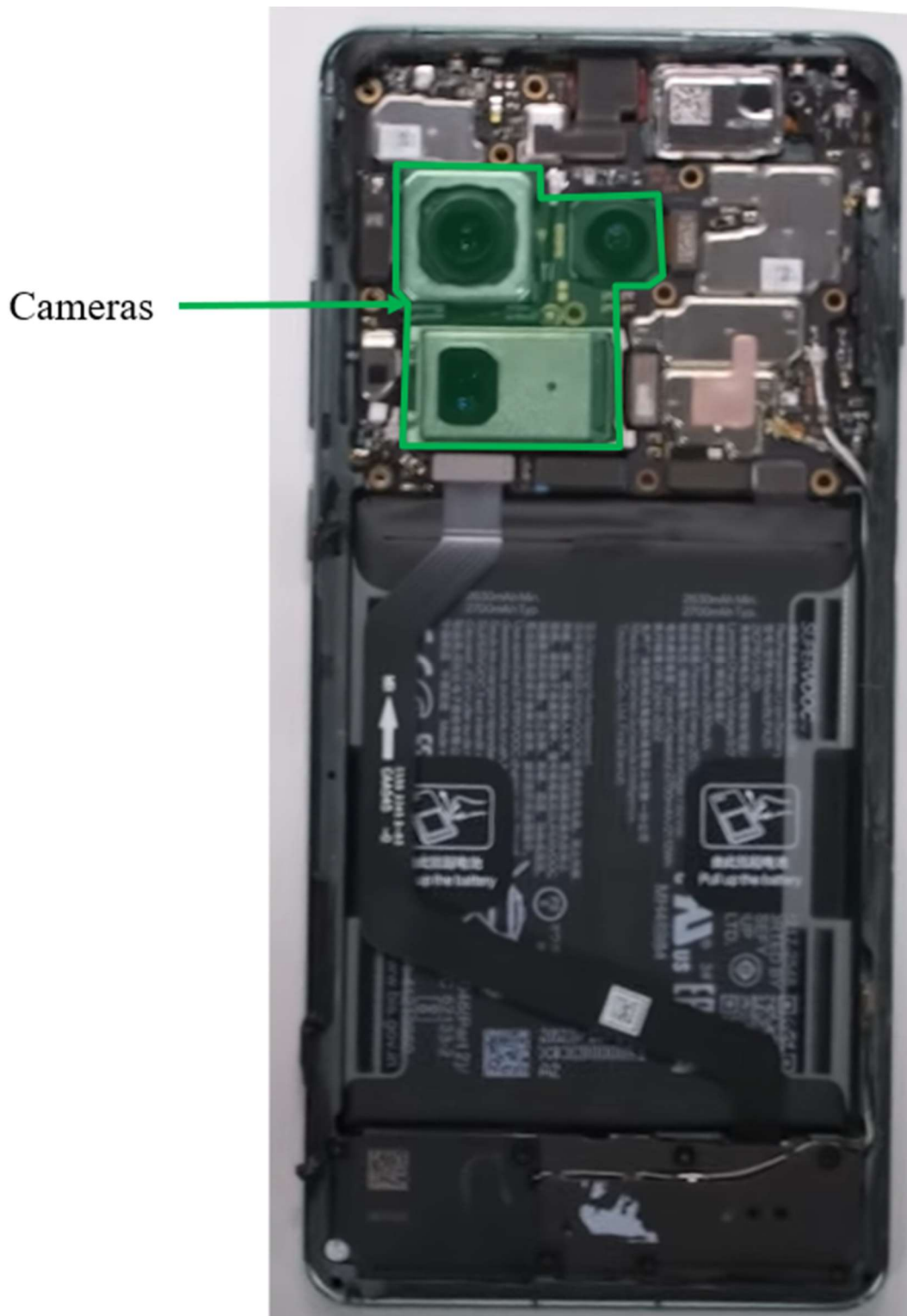


NFC coil

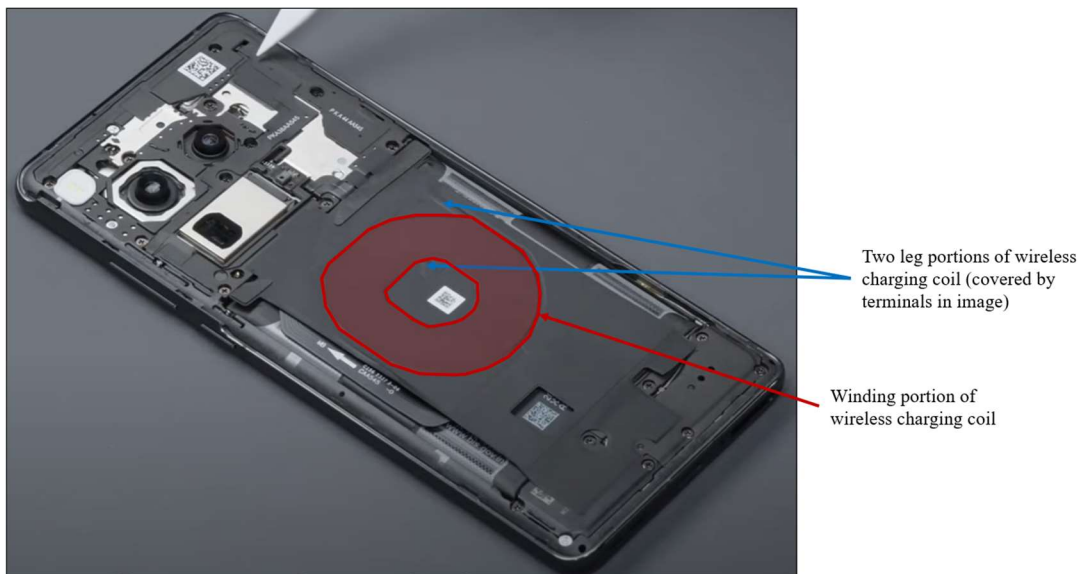
60. The wireless charging coil and NFC coil are arranged in the housing such that a first axis of the wireless charging coil is different from a second axis of the NFC coil.



61. The Accused Products feature a camera within the housing along with a battery, magnetic sheet, and circuit board.



62. In the Accused Products, the wireless charging coil is arranged in the housing and includes a winding portion and two leg portions.



63. The magnetic sheet in the Accused Products is rectangular and has four edges and four corner portions each of which recede inwardly from a corresponding virtual corner by a receding distance. One of the receding distances is greater than the others as exemplified below in Figure 9 of the '272 patent and the exemplary OnePlus Accused Product.

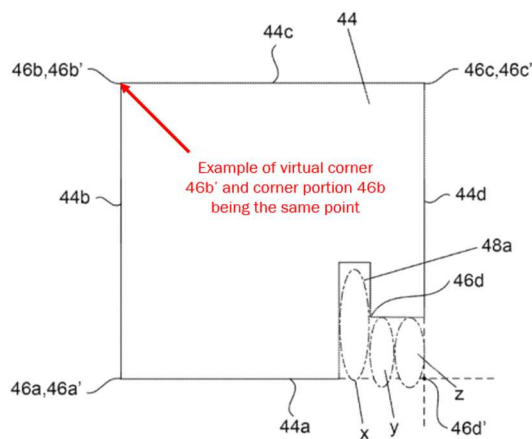
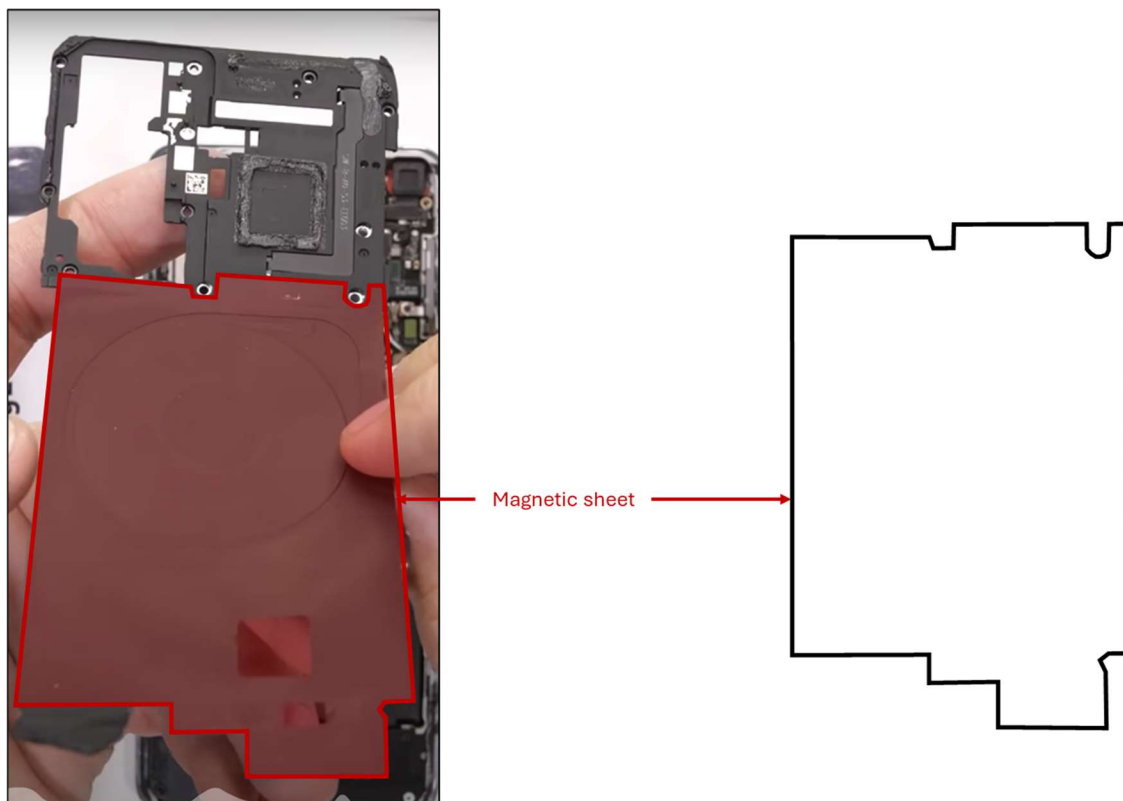


FIG. 9



OnePlus Infringes U.S. Patent Nos. 10,468,913 and 11,070,075

64. The Patent Office issued U.S. Patent No. 10,468,913, titled “Electronic device including non-contact charging module,” on November 5, 2019, after thorough examination and determination that the subject matter claimed is patentable.

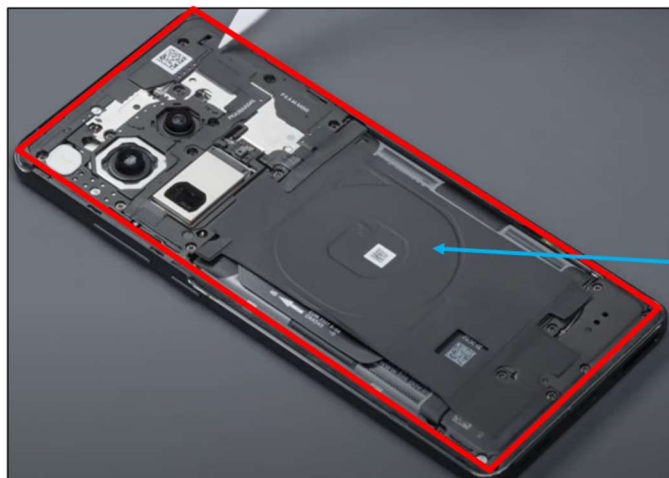
65. The Patent Office issued U.S. Patent No. 11,070,075, titled “Electronic device including non-contact charging module and battery,” on July 20, 2021, after thorough examination and determination that the subject matter claimed is patentable.

66. The OnePlus Accused Products are electronic devices having communication capability, a rectangular housing, a non-contact charging module

within the housing, and are configured to receive electric power through electromagnetic induction.



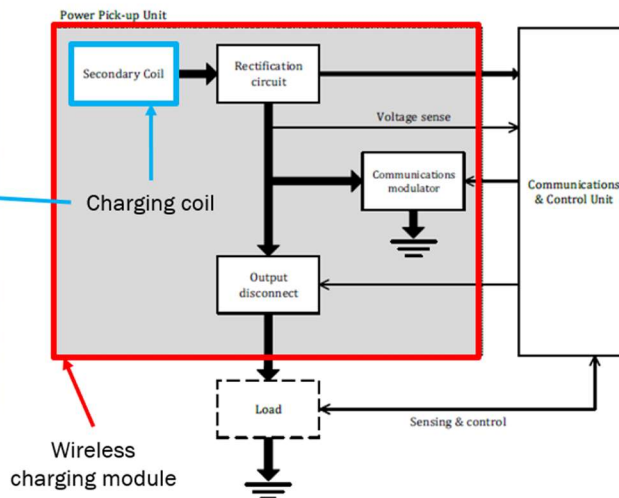
67. The Accused Products support wireless charging according to the Qi wireless charging standard utilizing a power receiver module (a “non-contact charging module”).



3.1 Power Receiver design requirements (PRx)

Figure 4 illustrates an example of a functional block diagram for a Baseline Power Profile Power Receiver.

Figure 4. Functional block diagram for a Baseline Power Profile Power Receiver



68. The Qi power receiver module in the Accused Products receives electric power through electromagnetic induction.

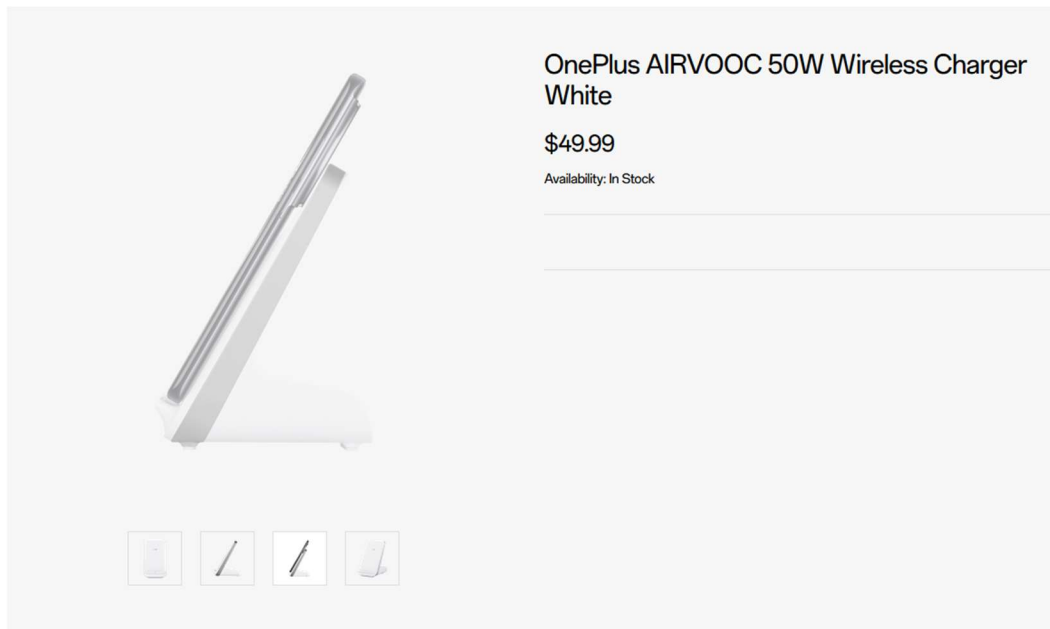
3 How Qi wireless power transfer works

The Qi wireless power transfer system uses magnetic induction to transfer power to a power receiver (PRx) subsystem contained within the mobile device when it is placed on top of a power transmitter (PTx).

Figure 4. A Qi wireless smartphone on a charging pad



69. OnePlus markets and sells a wireless charging pad specially adapted for use with the Accused Products.

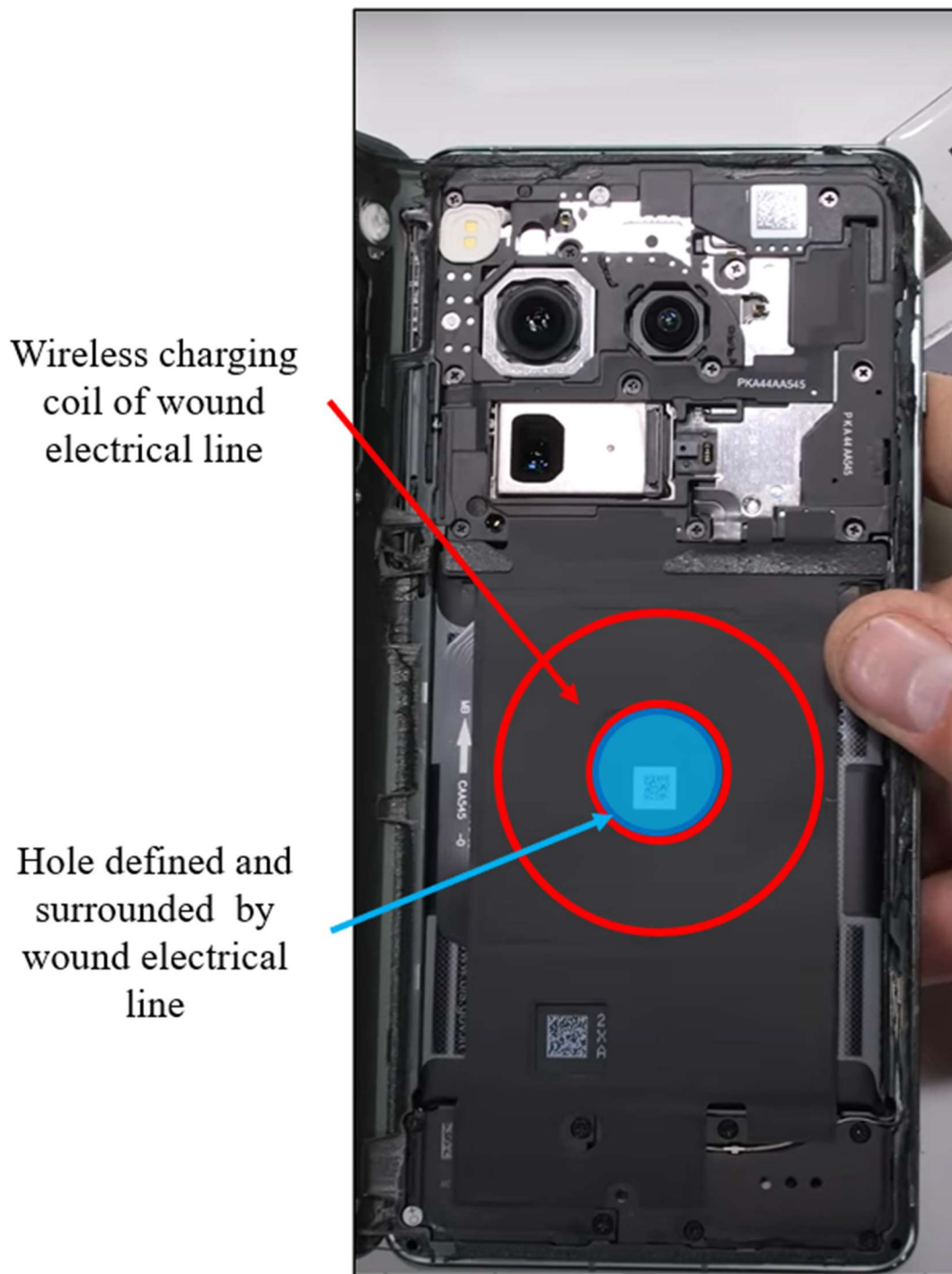


Overview

Flash Charging Helps You Navigate through the Day

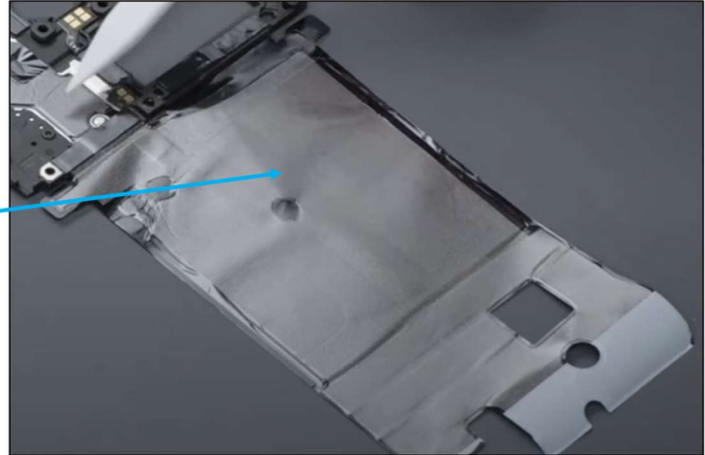
With 50W Max high-power charging, your OnePlus 12 charges faster, and gains 50% battery power in 23 minutes and 100% in 55 minutes.

70. The Accused Products include a non-contact charging module that includes a charging coil comprised of an electrical line wound to define a hole as exemplified above and illustrated below.



71. Opposing the wireless charging coil is a ferrous magnetic material to provide shielding.

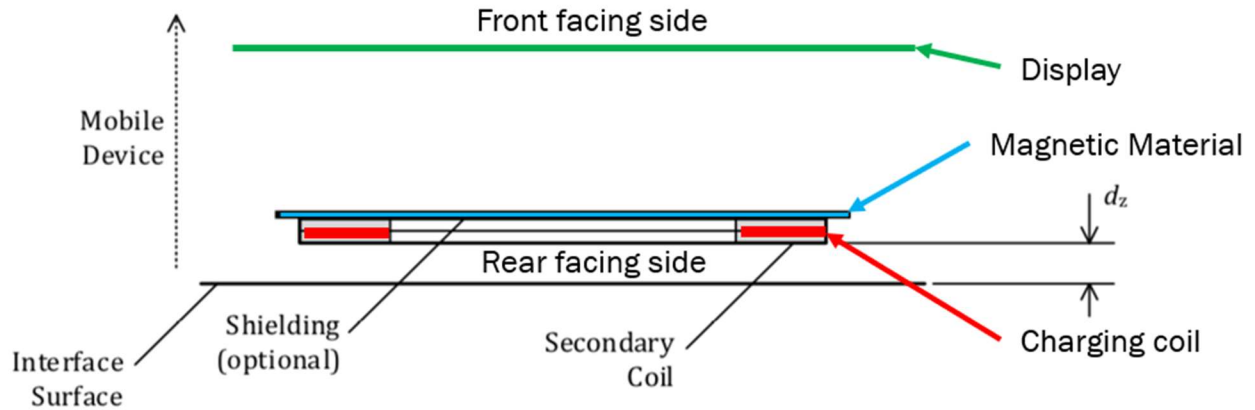
The back side of the charging module sleeve is a “a magnetic material that overlaps with the wireless charging coil in the plan view of the housing”)



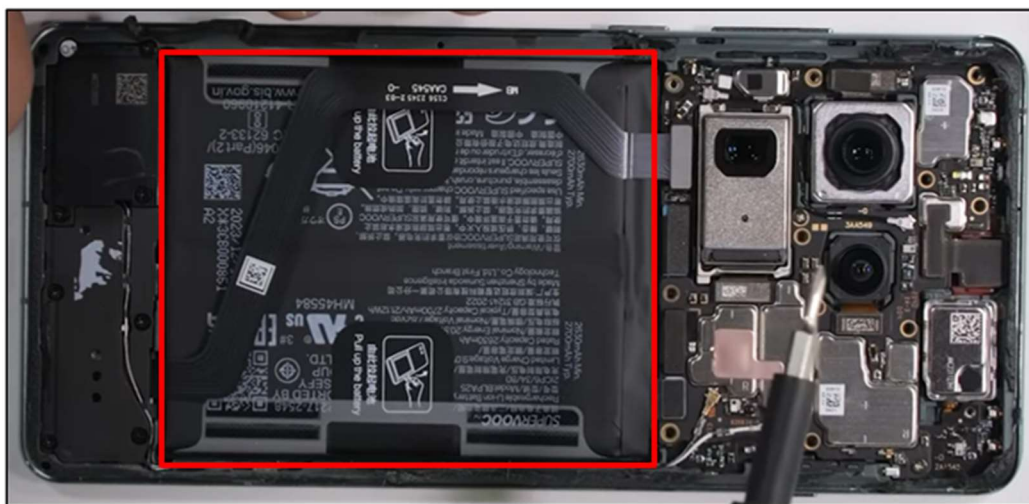
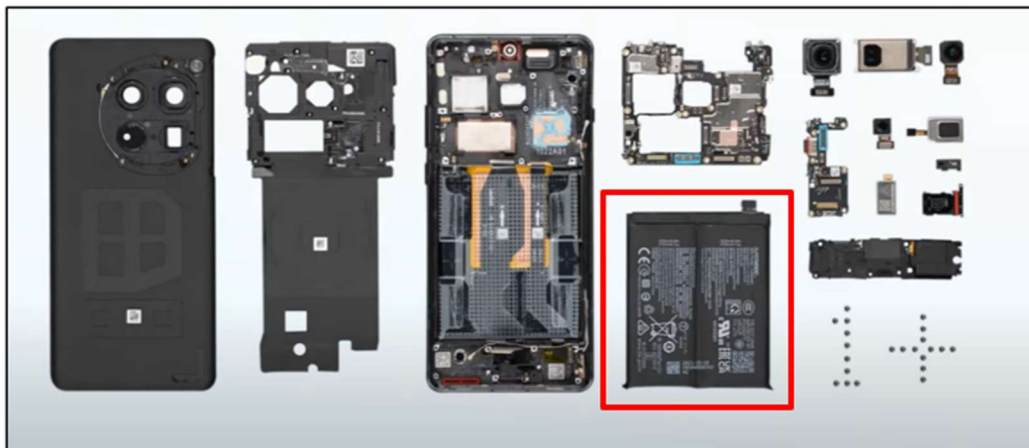
72. The Accused Products include a camera and a display placed in the housing such that the magnetic material is interposed between the display and the wireless charging coil in a plan view.



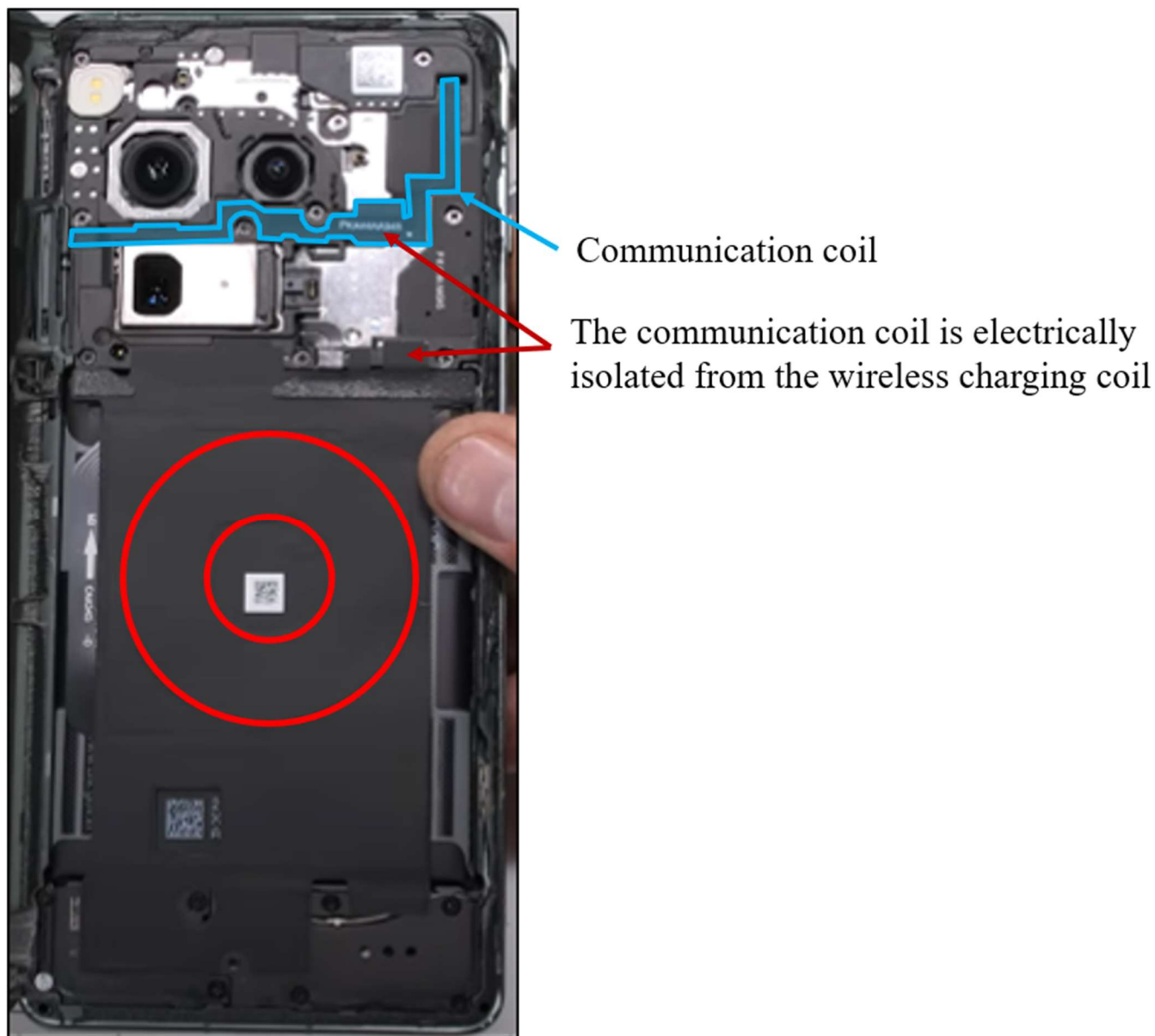
Figure 3. Secondary Coil assembly



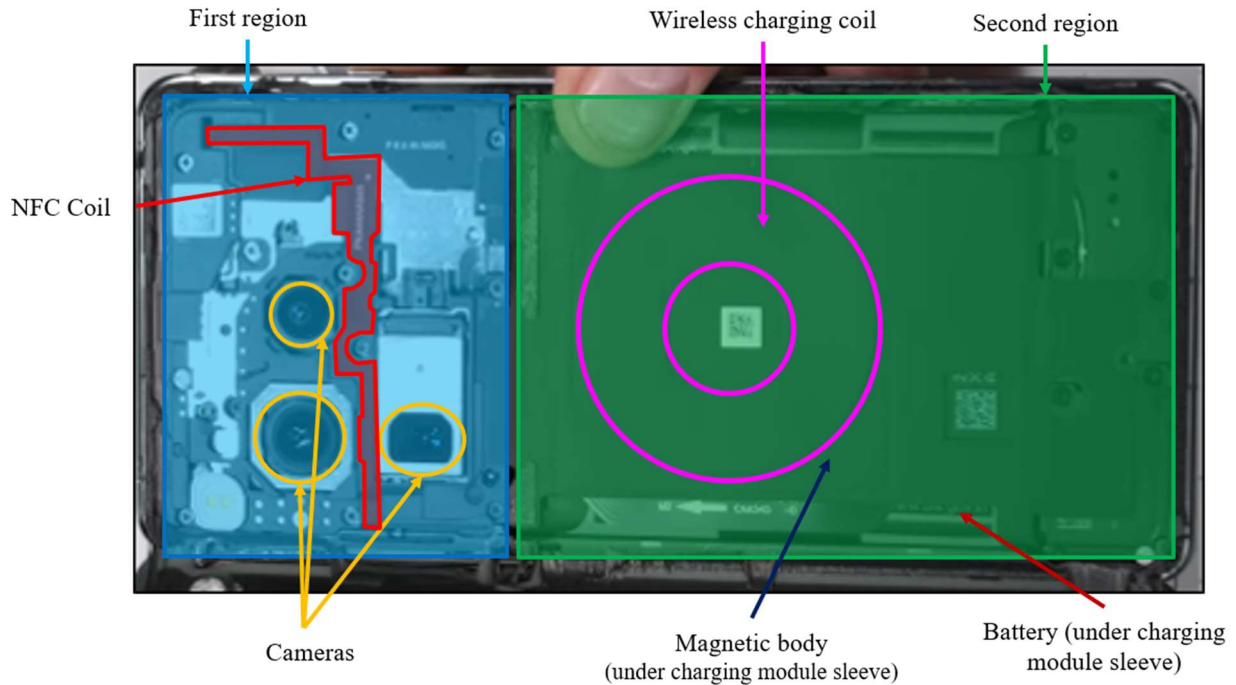
73. A battery in the Accused Products receives and stores power from the wireless charging coil.



74. A communication coil (e.g., an NFC antenna) in the Accused Products is electrically isolated from the wireless charging coil and arranged with a camera (or three shown in the exemplar below) in a first region of the plan view.



75. The battery, wireless charging coil, and magnetic body of the Accused Products are arranged in a second region of the plan view. The first and second regions are separated in a plan view.

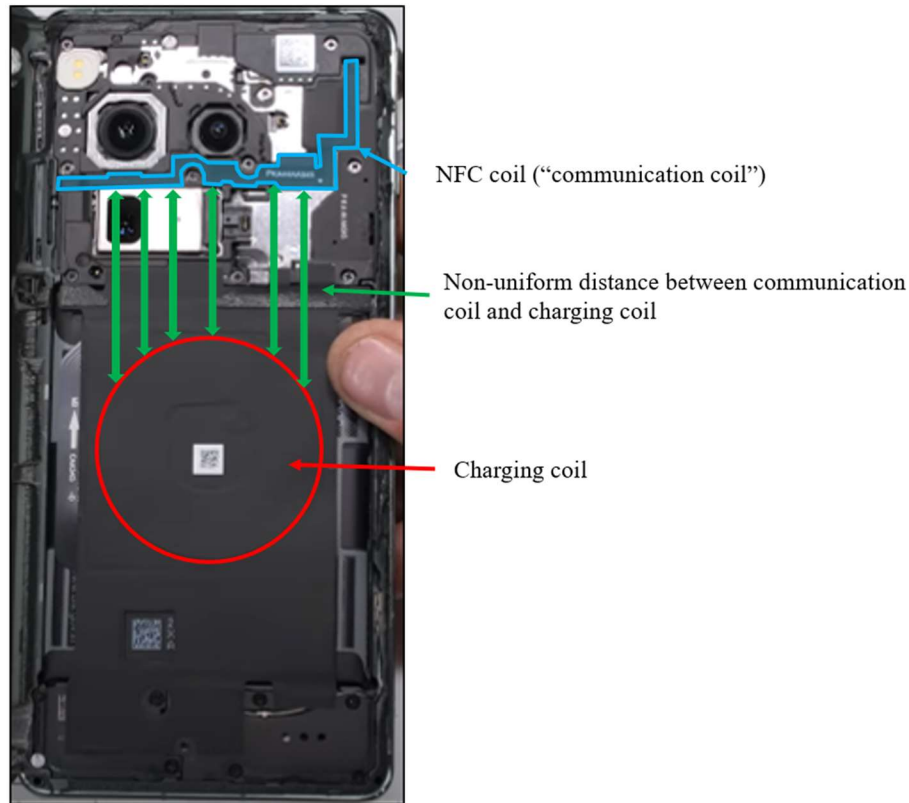


76. The wireless charging coil and magnetic body overlap with the substantially planar-shaped battery in a plan view.

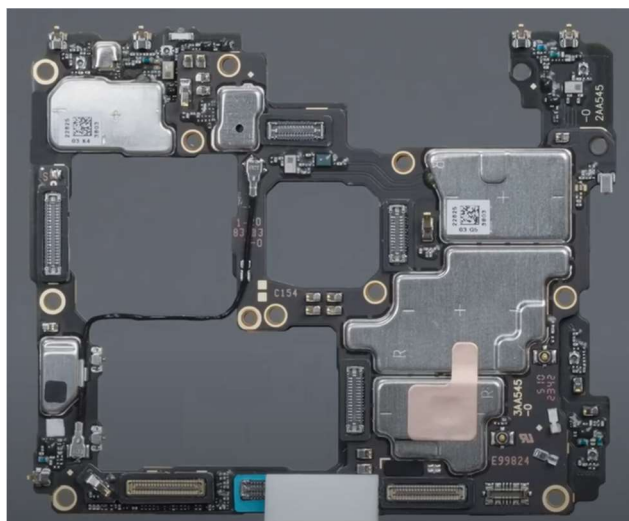


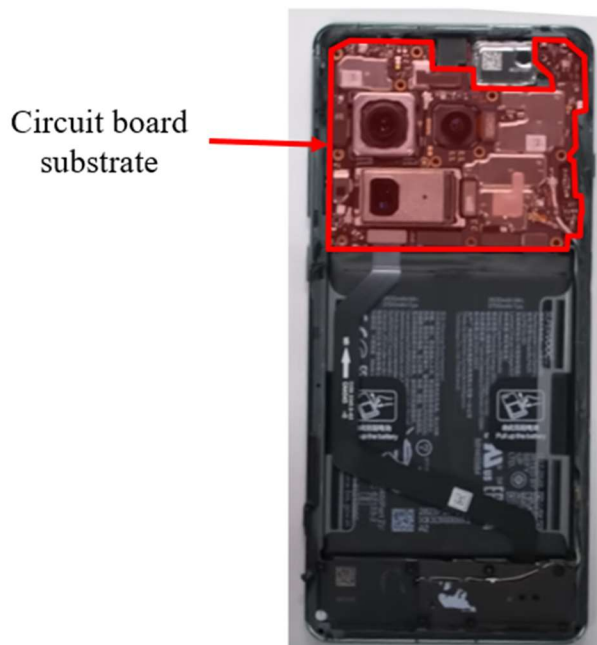
77. In the Accused Products, the wireless charging module, which is substantially planar and includes a charging coil formed of a wound conducting

wire, is located adjacent to a communication coil (e.g., an NFC antenna). The distance between the communication coil and the charging coil is non-uniform.

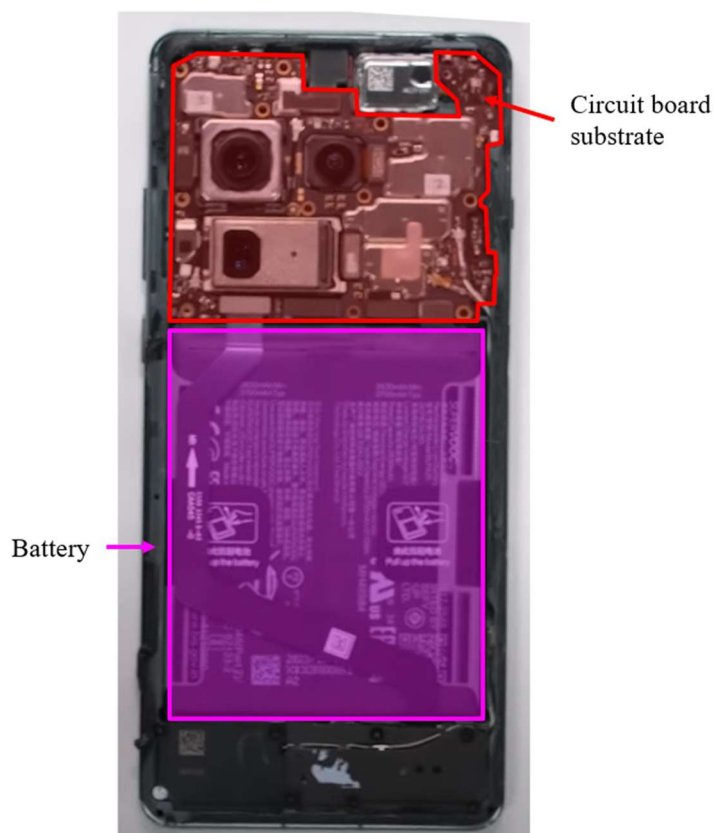


78. The Accused Products include at least one circuit board substrate configured to control operation.





79. The wireless charging module overlaps with the battery pack, and the circuit board substrate does not overlap with the battery pack.



NATURE OF THE ACTION

80. SPV asserts that OnePlus infringes, directly and indirectly, certain claims of U.S. Patent Nos. 9,620,282, 9,935,481, 9,991,735, 10,044,225, 10,230,272, 10,468,913, 10,574,090, and 11,070,075 by making, selling, offering to sell, using, and/or importing products featuring wireless charging functionality including the OnePlus 8 Pro, 9, 9 Pro, 10 Pro, and 12 (the “Accused Products”).

COUNT 1 INFRINGEMENT OF U.S. PATENT NO. 9,620,282

81. SPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

82. SPV is the owner, by assignment, of U.S. Patent No. 9,620,282. As the owner of the '282 Patent, SPV holds all substantial rights in and under the '282 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

83. The '282 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

84. OnePlus has infringed, and continues to infringe, the '282 Patent including at least claim 10, by making, selling, and offering to sell in the United States, and/or importing into the United States the Accused Products, which include all OnePlus products substantially similar (i.e., featuring wireless charging) to those specifically identified.

85. The OnePlus Accused Products are designed, manufactured, and intended to be used in normal operation to practice the '282 Patent and feature the functionality described above.

86. OnePlus has used and tested the Accused Products in the United States, and all infringing acts by OnePlus were committed without authorization under the '282 Patent.

87. OnePlus's users, customers, agents and/or other third parties (collectively, "third-party infringers") infringed and continue to infringe the asserted claims including under 35 U.S.C. § 271(a) by using the Accused Products according to their normal and intended use.

88. OnePlus has, since receiving notice of infringement from SPV, known or been willfully blind to the fact that the third-party infringers' use of the Accused Products directly infringes the '282 Patent.

89. OnePlus's knowledge of the '282 Patent and how its products practice the patent extends to its knowledge that the third-party infringers' use of the Accused Products directly infringes the '282 Patent, or, at the very least, rendered Defendants willfully blind to such infringement.

90. With knowledge of or willful blindness to the fact that the third-party infringers' use of the Accused Products in their intended manner such that all limitations of the asserted claims of the '282 Patent are met directly infringes the

'282 Patent, OnePlus has actively encouraged and induced the third-party infringers to directly infringe the '282 Patent by making, using, testing, selling, offering for sale, importing and/or licensing the Accused Products, supporting and managing the third-party infringers' use of wireless charging functionalities, providing technical assistance to the third-party infringers during their continued use of the Accused Products such as by, for example, publishing instructional information, and directing and encouraging third-party infringers how to make and use the Accused Products.

91. Defendants specifically intended to induce, and did induce, third-party infringers to practice the '282 Patent, and in response, the third-party infringers acquired and operated the Accused Products in an infringing manner. Based upon the foregoing facts, among other things, OnePlus has induced and continues to induce infringement of the asserted claims of the '282 Patent under 35 U.S.C. § 271(b).

92. Upon information and belief, OnePlus's acts of infringement of the '282 Patent continue since notice and since this complaint was filed and are, therefore, carried out with knowledge of the asserted claims of the '282 Patent and how the Accused Products infringe them. Rather than take a license to the '282 Patent, OnePlus's ongoing infringing conduct reflects a business decision to "efficiently infringe" the asserted claims and in doing so constitutes willful

infringement under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

93. OnePlus's acts of direct and indirect infringement have caused and continue to cause damage to SPV for which SPV is entitled to recover damages sustained as a result of OnePlus's infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

COUNT 2
INFRINGEMENT OF U.S. PATENT NO. 9,935,481

94. SPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

95. SPV is the owner, by assignment, of U.S. Patent No. 9,935,481. As the owner of the '481 Patent, SPV holds all substantial rights in and under the '481 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

96. The '481 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

97. OnePlus has infringed, and continues to infringe, the '481 Patent including at least claim 1, by making, selling, and offering to sell in the United States, and/or importing into the United States the Accused Products, which include all OnePlus products substantially similar (i.e., featuring wireless charging)

to those specifically identified.

98. The OnePlus Accused Products are designed, manufactured, and intended to be used in normal operation to practice the '481 Patent and feature the functionality described above.

99. OnePlus has used and tested the Accused Products in the United States, and all infringing acts by OnePlus were committed without authorization under the '481 Patent.

100. OnePlus's users, customers, agents and/or other third parties (collectively, "third-party infringers") infringed and continue to infringe the asserted claims including under 35 U.S.C. § 271(a) by using the Accused Products according to their normal and intended use.

101. OnePlus has, since receiving notice of infringement from SPV, known or been willfully blind to the fact that the third-party infringers' use of the Accused Products directly infringes the '481 Patent.

102. OnePlus's knowledge of the '481 Patent and how its products practice the patent extends to its knowledge that the third-party infringers' use of the Accused Products directly infringes the '481 Patent, or, at the very least, rendered Defendants willfully blind to such infringement.

103. With knowledge of or willful blindness to the fact that the third-party infringers' use of the Accused Products in their intended manner such that all

limitations of the asserted claims of the '481 Patent are met directly infringes the '481 Patent, OnePlus has actively encouraged and induced the third-party infringers to directly infringe the '481 Patent by making, using, testing, selling, offering for sale, importing and/or licensing the Accused Products, supporting and managing the third-party infringers' use of wireless charging functionalities, providing technical assistance to the third-party infringers during their continued use of the Accused Products such as by, for example, publishing instructional information, and directing and encouraging third-party infringers how to make and use the Accused Products.

104. Defendants specifically intended to induce, and did induce, third-party infringers to practice the '481 Patent, and in response, the third-party infringers acquired and operated the Accused Products in an infringing manner. Based upon the foregoing facts, among other things, OnePlus has induced and continues to induce infringement of the asserted claims of the '481 Patent under 35 U.S.C. § 271(b).

105. Upon information and belief, OnePlus's acts of infringement of the '481 Patent continue since notice and since this complaint was filed and are, therefore, carried out with knowledge of the asserted claims of the '481 Patent and how the Accused Products infringe them. Rather than take a license to the '481 Patent, OnePlus's ongoing infringing conduct reflects a business decision to

“efficiently infringe” the asserted claims and in doing so constitutes willful infringement under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

106. OnePlus’s acts of direct and indirect infringement have caused and continue to cause damage to SPV for which SPV is entitled to recover damages sustained as a result of OnePlus’s infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

COUNT 3
INFRINGEMENT OF U.S. PATENT NO. 9,991,735

107. SPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

108. SPV is the owner, by assignment, of U.S. Patent No. 9,991,735. As the owner of the ’735 Patent, SPV holds all substantial rights in and under the ’735 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

109. The ’735 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

110. OnePlus has infringed, and continues to infringe, the ’735 Patent including at least claim 1, by making, selling, and offering to sell in the United States, and/or importing into the United States the Accused Products, which

include all OnePlus products substantially similar (i.e., featuring wireless charging) to those specifically identified.

111. The OnePlus Accused Products are designed, manufactured, and intended to be used in normal operation to practice the '735 Patent and feature the functionality described above.

112. OnePlus has used and tested the Accused Products in the United States, and all infringing acts by OnePlus were committed without authorization under the '735 Patent.

113. OnePlus's users, customers, agents and/or other third parties (collectively, "third-party infringers") infringed and continue to infringe the asserted claims including under 35 U.S.C. § 271(a) by using the Accused Products according to their normal and intended use.

114. OnePlus has, since receiving notice of infringement from SPV, known or been willfully blind to the fact that the third-party infringers' use of the Accused Products directly infringes the '735 Patent.

115. OnePlus's knowledge of the '735 Patent and how its products practice the patent extends to its knowledge that the third-party infringers' use of the Accused Products directly infringes the '735 Patent, or, at the very least, rendered Defendants willfully blind to such infringement.

116. With knowledge of or willful blindness to the fact that the third-party

infringers' use of the Accused Products in their intended manner such that all limitations of the asserted claims of the '735 Patent are met directly infringes the '735 Patent, OnePlus has actively encouraged and induced the third-party infringers to directly infringe the '735 Patent by making, using, testing, selling, offering for sale, importing and/or licensing the Accused Products, supporting and managing the third-party infringers' use of wireless charging functionalities, providing technical assistance to the third-party infringers during their continued use of the Accused Products such as by, for example, publishing instructional information, and directing and encouraging third-party infringers how to make and use the Accused Products.

117. Defendants specifically intended to induce, and did induce, third-party infringers to practice the '735 Patent, and in response, the third-party infringers acquired and operated the Accused Products in an infringing manner. Based upon the foregoing facts, among other things, OnePlus has induced and continues to induce infringement of the asserted claims of the '735 Patent under 35 U.S.C. § 271(b).

118. Upon information and belief, OnePlus's acts of infringement of the '735 Patent continue since notice and since this complaint was filed and are, therefore, carried out with knowledge of the asserted claims of the '735 Patent and how the Accused Products infringe them. Rather than take a license to the '735

Patent, OnePlus's ongoing infringing conduct reflects a business decision to "efficiently infringe" the asserted claims and in doing so constitutes willful infringement under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

119. OnePlus's acts of direct and indirect infringement have caused and continue to cause damage to SPV for which SPV is entitled to recover damages sustained as a result of OnePlus's infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

COUNT 4
INFRINGEMENT OF U.S. PATENT NO. 10,044,225

120. SPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

121. SPV is the owner, by assignment, of U.S. Patent No. 10,044,225. As the owner of the '225 Patent, SPV holds all substantial rights in and under the '225 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

122. The '225 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

123. OnePlus has infringed, and continues to infringe, the '225 Patent including at least claim 1, by making, selling, and offering to sell in the United

States, and/or importing into the United States the Accused Products, which include all OnePlus products substantially similar (i.e., featuring wireless charging) to those specifically identified.

124. The OnePlus Accused Products are designed, manufactured, and intended to be used in normal operation to practice the '225 Patent and feature the functionality described above.

125. OnePlus has used and tested the Accused Products in the United States, and all infringing acts by OnePlus were committed without authorization under the '225 Patent.

126. OnePlus's users, customers, agents and/or other third parties (collectively, "third-party infringers") infringed and continue to infringe the asserted claims including under 35 U.S.C. § 271(a) by using the Accused Products according to their normal and intended use.

127. OnePlus has, since receiving notice of infringement from SPV, known or been willfully blind to the fact that the third-party infringers' use of the Accused Products directly infringes the '225 Patent.

128. OnePlus's knowledge of the '225 Patent and how its products practice the patent extends to its knowledge that the third-party infringers' use of the Accused Products directly infringes the '225 Patent, or, at the very least, rendered Defendants willfully blind to such infringement.

129. With knowledge of or willful blindness to the fact that the third-party infringers' use of the Accused Products in their intended manner such that all limitations of the asserted claims of the '225 Patent are met directly infringes the '225 Patent, OnePlus has actively encouraged and induced the third-party infringers to directly infringe the '225 Patent by making, using, testing, selling, offering for sale, importing and/or licensing the Accused Products, supporting and managing the third-party infringers' use of wireless charging functionalities, providing technical assistance to the third-party infringers during their continued use of the Accused Products such as by, for example, publishing instructional information, and directing and encouraging third-party infringers how to make and use the Accused Products.

130. Defendants specifically intended to induce, and did induce, third-party infringers to practice the '225 Patent, and in response, the third-party infringers acquired and operated the Accused Products in an infringing manner. Based upon the foregoing facts, among other things, OnePlus has induced and continues to induce infringement of the asserted claims of the '225 Patent under 35 U.S.C. § 271(b).

131. Upon information and belief, OnePlus's acts of infringement of the '225 Patent continue since notice and since this complaint was filed and are, therefore, carried out with knowledge of the asserted claims of the '225 Patent and

how the Accused Products infringe them. Rather than take a license to the '225 Patent, OnePlus's ongoing infringing conduct reflects a business decision to "efficiently infringe" the asserted claims and in doing so constitutes willful infringement under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

132. OnePlus's acts of direct and indirect infringement have caused and continue to cause damage to SPV for which SPV is entitled to recover damages sustained as a result of OnePlus's infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

COUNT 5
INFRINGEMENT OF U.S. PATENT NO. 10,230,272

133. SPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

134. SPV is the owner, by assignment, of U.S. Patent No. 10,230,272. As the owner of the '272 Patent, SPV holds all substantial rights in and under the '272 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

135. The '272 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

136. OnePlus has infringed, and continues to infringe, the '272 Patent

including at least claim 1, by making, selling, and offering to sell in the United States, and/or importing into the United States the Accused Products, which include all OnePlus products substantially similar (i.e., featuring wireless charging) to those specifically identified.

137. The OnePlus Accused Products are designed, manufactured, and intended to be used in normal operation to practice the '272 Patent and feature the functionality described above.

138. OnePlus has used and tested the Accused Products in the United States, and all infringing acts by OnePlus were committed without authorization under the '272 Patent.

139. OnePlus's users, customers, agents and/or other third parties (collectively, "third-party infringers") infringed and continue to infringe the asserted claims including under 35 U.S.C. § 271(a) by using the Accused Products according to their normal and intended use.

140. OnePlus has, since receiving notice of infringement from SPV, known or been willfully blind to the fact that the third-party infringers' use of the Accused Products directly infringes the '272 Patent.

141. OnePlus's knowledge of the '272 Patent and how its products practice the patent extends to its knowledge that the third-party infringers' use of the Accused Products directly infringes the '272 Patent, or, at the very least, rendered

Defendants willfully blind to such infringement.

142. With knowledge of or willful blindness to the fact that the third-party infringers' use of the Accused Products in their intended manner such that all limitations of the asserted claims of the '272 Patent are met directly infringes the '272 Patent, OnePlus has actively encouraged and induced the third-party infringers to directly infringe the '272 Patent by making, using, testing, selling, offering for sale, importing and/or licensing the Accused Products, supporting and managing the third-party infringers' use of wireless charging functionalities, providing technical assistance to the third-party infringers during their continued use of the Accused Products such as by, for example, publishing instructional information, and directing and encouraging third-party infringers how to make and use the Accused Products.

143. Defendants specifically intended to induce, and did induce, third-party infringers to practice the '272 Patent, and in response, the third-party infringers acquired and operated the Accused Products in an infringing manner. Based upon the foregoing facts, among other things, OnePlus has induced and continues to induce infringement of the asserted claims of the '272 Patent under 35 U.S.C. § 271(b).

144. Upon information and belief, OnePlus's acts of infringement of the '272 Patent continue since notice and since this complaint was filed and are,

therefore, carried out with knowledge of the asserted claims of the '272 Patent and how the Accused Products infringe them. Rather than take a license to the '272 Patent, OnePlus's ongoing infringing conduct reflects a business decision to "efficiently infringe" the asserted claims and in doing so constitutes willful infringement under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

145. OnePlus's acts of direct and indirect infringement have caused and continue to cause damage to SPV for which SPV is entitled to recover damages sustained as a result of OnePlus's infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

COUNT 6
INFRINGEMENT OF U.S. PATENT NO. 10,468,913

146. SPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

147. SPV is the owner, by assignment, of U.S. Patent No. 10,468,913. As the owner of the '913 Patent, SPV holds all substantial rights in and under the '913 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

148. The '913 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

149. OnePlus has infringed, and continues to infringe, the '913 Patent including at least claim 1, by making, selling, and offering to sell in the United States, and/or importing into the United States the Accused Products, which include all OnePlus products substantially similar (i.e., featuring wireless charging) to those specifically identified.

150. The OnePlus Accused Products are designed, manufactured, and intended to be used in normal operation to practice the '913 Patent and feature the functionality described above.

151. OnePlus has used and tested the Accused Products in the United States, and all infringing acts by OnePlus were committed without authorization under the '913 Patent.

152. OnePlus's users, customers, agents and/or other third parties (collectively, "third-party infringers") infringed and continue to infringe the asserted claims including under 35 U.S.C. § 271(a) by using the Accused Products according to their normal and intended use.

153. OnePlus has, since receiving notice of infringement from SPV, known or been willfully blind to the fact that the third-party infringers' use of the Accused Products directly infringes the '913 Patent.

154. OnePlus's knowledge of the '913 Patent and how its products practice the patent extends to its knowledge that the third-party infringers' use of the

Accused Products directly infringes the '913 Patent, or, at the very least, rendered Defendants willfully blind to such infringement.

155. With knowledge of or willful blindness to the fact that the third-party infringers' use of the Accused Products in their intended manner such that all limitations of the asserted claims of the '913 Patent are met directly infringes the '913 Patent, OnePlus has actively encouraged and induced the third-party infringers to directly infringe the '913 Patent by making, using, testing, selling, offering for sale, importing and/or licensing the Accused Products, supporting and managing the third-party infringers' use of wireless charging functionalities, providing technical assistance to the third-party infringers during their continued use of the Accused Products such as by, for example, publishing instructional information, and directing and encouraging third-party infringers how to make and use the Accused Products.

156. Defendants specifically intended to induce, and did induce, third-party infringers to practice the '913 Patent, and in response, the third-party infringers acquired and operated the Accused Products in an infringing manner. Based upon the foregoing facts, among other things, OnePlus has induced and continues to induce infringement of the asserted claims of the '913 Patent under 35 U.S.C. § 271(b).

157. Upon information and belief, OnePlus's acts of infringement of the

'913 Patent continue since notice and since this complaint was filed and are, therefore, carried out with knowledge of the asserted claims of the '913 Patent and how the Accused Products infringe them. Rather than take a license to the '913 Patent, OnePlus's ongoing infringing conduct reflects a business decision to "efficiently infringe" the asserted claims and in doing so constitutes willful infringement under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

158. OnePlus's acts of direct and indirect infringement have caused and continue to cause damage to SPV for which SPV is entitled to recover damages sustained as a result of OnePlus's infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

COUNT 7
INFRINGEMENT OF U.S. PATENT NO. 10,574,090

159. SPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

160. SPV is the owner, by assignment, of U.S. Patent No. 10,574,090. As the owner of the '090 Patent, SPV holds all substantial rights in and under the '090 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

161. The '090 Patent is valid, enforceable and was duly issued in full

compliance with Title 35 of the United States Code.

162. OnePlus has infringed, and continues to infringe, the '090 Patent including at least claim 1, by making, selling, and offering to sell in the United States, and/or importing into the United States the Accused Products, which include all OnePlus products substantially similar (i.e., featuring wireless charging) to those specifically identified.

163. The OnePlus Accused Products are designed, manufactured, and intended to be used in normal operation to practice the '090 Patent and feature the functionality described above.

164. OnePlus has used and tested the Accused Products in the United States, and all infringing acts by OnePlus were committed without authorization under the '090 Patent.

165. OnePlus's users, customers, agents and/or other third parties (collectively, "third-party infringers") infringed and continue to infringe the asserted claims including under 35 U.S.C. § 271(a) by using the Accused Products according to their normal and intended use.

166. OnePlus has, since receiving notice of infringement from SPV, known or been willfully blind to the fact that the third-party infringers' use of the Accused Products directly infringes the '090 Patent.

167. OnePlus's knowledge of the '090 Patent and how its products practice

the patent extends to its knowledge that the third-party infringers' use of the Accused Products directly infringes the '090 Patent, or, at the very least, rendered Defendants willfully blind to such infringement.

168. With knowledge of or willful blindness to the fact that the third-party infringers' use of the Accused Products in their intended manner such that all limitations of the asserted claims of the '090 Patent are met directly infringes the '090 Patent, OnePlus has actively encouraged and induced the third-party infringers to directly infringe the '090 Patent by making, using, testing, selling, offering for sale, importing and/or licensing the Accused Products, supporting and managing the third-party infringers' use of wireless charging functionalities, providing technical assistance to the third-party infringers during their continued use of the Accused Products such as by, for example, publishing instructional information, and directing and encouraging third-party infringers how to make and use the Accused Products.

169. Defendants specifically intended to induce, and did induce, third-party infringers to practice the '090 Patent, and in response, the third-party infringers acquired and operated the Accused Products in an infringing manner. Based upon the foregoing facts, among other things, OnePlus has induced and continues to induce infringement of the asserted claims of the '090 Patent under 35 U.S.C. § 271(b).

170. Upon information and belief, OnePlus's acts of infringement of the '090 Patent continue since notice and since this complaint was filed and are, therefore, carried out with knowledge of the asserted claims of the '090 Patent and how the Accused Products infringe them. Rather than take a license to the '090 Patent, OnePlus's ongoing infringing conduct reflects a business decision to "efficiently infringe" the asserted claims and in doing so constitutes willful infringement under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

171. OnePlus's acts of direct and indirect infringement have caused and continue to cause damage to SPV for which SPV is entitled to recover damages sustained as a result of OnePlus's infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

COUNT 8
INFRINGEMENT OF U.S. PATENT NO. 11,070,075

172. SPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

173. SPV is the owner, by assignment, of U.S. Patent No. 11,070,075. As the owner of the '075 Patent, SPV holds all substantial rights in and under the '075 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

174. The '075 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

175. OnePlus has infringed, and continues to infringe, the '075 Patent including at least claim 10, by making, selling, and offering to sell in the United States, and/or importing into the United States the Accused Products, which include all OnePlus products substantially similar (i.e., featuring wireless charging) to those specifically identified.

176. The OnePlus Accused Products are designed, manufactured, and intended to be used in normal operation to practice the '075 Patent and feature the functionality described above.

177. OnePlus has used and tested the Accused Products in the United States, and all infringing acts by OnePlus were committed without authorization under the '075 Patent.

178. OnePlus's users, customers, agents and/or other third parties (collectively, "third-party infringers") infringed and continue to infringe the asserted claims including under 35 U.S.C. § 271(a) by using the Accused Products according to their normal and intended use.

179. OnePlus has, since receiving notice of infringement from SPV, known or been willfully blind to the fact that the third-party infringers' use of the Accused Products directly infringes the '075 Patent.

180. OnePlus's knowledge of the '075 Patent and how its products practice the patent extends to its knowledge that the third-party infringers' use of the Accused Products directly infringes the '075 Patent, or, at the very least, rendered Defendants willfully blind to such infringement.

181. With knowledge of or willful blindness to the fact that the third-party infringers' use of the Accused Products in their intended manner such that all limitations of the asserted claims of the '075 Patent are met directly infringes the '075 Patent, OnePlus has actively encouraged and induced the third-party infringers to directly infringe the '075 Patent by making, using, testing, selling, offering for sale, importing and/or licensing the Accused Products, supporting and managing the third-party infringers' use of wireless charging functionalities, providing technical assistance to the third-party infringers during their continued use of the Accused Products such as by, for example, publishing instructional information, and directing and encouraging third-party infringers how to make and use the Accused Products.

182. Defendants specifically intended to induce, and did induce, third-party infringers to practice the '075 Patent, and in response, the third-party infringers acquired and operated the Accused Products in an infringing manner. Based upon the foregoing facts, among other things, OnePlus has induced and continues to induce infringement of the asserted claims of the '075 Patent under 35 U.S.C. §

271(b).

183. Upon information and belief, OnePlus's acts of infringement of the '075 Patent continue since notice and since this complaint was filed and are, therefore, carried out with knowledge of the asserted claims of the '075 Patent and how the Accused Products infringe them. Rather than take a license to the '075 Patent, OnePlus's ongoing infringing conduct reflects a business decision to "efficiently infringe" the asserted claims and in doing so constitutes willful infringement under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

184. OnePlus's acts of direct and indirect infringement have caused and continue to cause damage to SPV for which SPV is entitled to recover damages sustained as a result of OnePlus's infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284

NOTICE

185. SPV does not currently distribute, sell, offer for sale, or make products embodying the Asserted Patents.

186. OnePlus had notice of infringement of the Asserted Patents prior to filing of this complaint. On July 15, 2022, SPV provided a data room to OnePlus informing OnePlus that it contained copies of the Asserted Patents and claim charts

detailing how the Accused Products infringe them. Periodic and irregular discussions followed during which OnePlus received information about the SPV patents and how OnePlus infringed them. On or around May 14, 2024, OnePlus acknowledged having received the information from SPV. OnePlus has offered no explanation for its refusal to take a license.

187. SPV has complied with all notice requirements of 35 U.S.C. § 287.

NOTICE OF REQUIREMENT OF LITIGATION HOLD

188. OnePlus is hereby notified it is legally obligated to locate, preserve, and maintain all records, notes, drawings, documents, data, communications, materials, electronic recordings, audio/video/photographic recordings, and digital files, including edited and unedited or “raw” source material, and other information and tangible things that OnePlus knows, or reasonably should know, may be relevant to actual or potential claims, counterclaims, defenses, and/or damages by any party or potential party in this lawsuit, whether created or residing in hard copy form or in the form of electronically stored information (hereafter collectively referred to as “Potential Evidence”).

189. As used above, the phrase “electronically stored information” includes without limitation: computer files (and file fragments), e-mail (both sent and received, whether internally or externally), information concerning e-mail (including but not limited to logs of e-mail history and usage, header information,

and deleted but recoverable e-mails), text files (including drafts, revisions, and active or deleted word processing documents), instant messages, audio recordings and files, video footage and files, audio files, photographic footage and files, spreadsheets, databases, calendars, telephone logs, contact manager information, internet usage files, and all other information created, received, or maintained on any and all electronic and/or digital forms, sources and media, including, without limitation, any and all hard disks, removable media, peripheral computer or electronic storage devices, laptop computers, mobile phones, personal data assistant devices, Blackberry devices, iPhones, video cameras and still cameras, and any and all other locations where electronic data is stored. These sources may also include any personal electronic, digital, and storage devices of any and all of OnePlus's agents, resellers, distributors or employees if OnePlus's electronically stored information resides there.

190. OnePlus is hereby further notified and forewarned that any alteration, destruction, negligent loss, or unavailability, by act or omission, of any Potential Evidence may result in damages or a legal presumption by the Court and/or jury that the Potential Evidence is not favorable to OnePlus's claims and/or defenses. To avoid such a result, OnePlus's preservation duties include, but are not limited to, the requirement that OnePlus immediately notify its agents, distributors, and employees to halt and/or supervise the auto-delete functions of OnePlus's

electronic systems and refrain from deleting Potential Evidence, either manually or through a policy of periodic deletion.

JURY DEMAND

SPV hereby demands a trial by jury on all claims, issues, and damages so triable.

PRAYER FOR RELIEF

SPV prays for the following relief:

- a. That OnePlus be summoned to appear and answer;
- b. That the Court enter judgment that OnePlus has infringed U.S. Patent Nos. 9,620,282, 9,935,481, 9,991,735, 10,044,225, 10,230,272, 10,468,913, 10,574,090, and 11,070,075.
- c. That the Court grant SPV judgment against OnePlus for all actual, consequential, special, punitive, increased, and/or statutory damages, including, if necessary, an accounting of all damages; pre- and post-judgment interest as allowed by law; and reasonable attorney's fees, costs, and expenses incurred in this action;
- d. That OnePlus's infringement be found to have been willful;
- e. That this case be found to be exceptional under 35 U.S.C. § 285; and
- f. That SPV be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: August 9, 2024

Respectfully submitted,

CONNOR LEE & SHUMAKER PLLC

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