

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

OPTIS WIRELESS TECH., LLC, ET AL.,

Plaintiffs,

v.

HUAWEI TECHS. CO. LTD., ET AL.,

Defendants.

Civil Action No. 2:17-cv-123 JRG-RSP

JURY TRIAL REQUESTED

**DEFENDANTS HUAWEI DEVICE USA INC., AND
HUAWEI DEVICE CO., LTD.'S AMENDED ANSWER TO
PLAINTIFFS' THIRD AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Huawei Device USA Inc. and Huawei Device Co., Ltd. (collectively “Huawei”), by and through their undersigned counsel of record, hereby file their Answer to the Third Amended Complaint for Patent Infringement filed by Plaintiffs Optis Wireless Technology, LLC, Optis Cellular Technology, LLC, and PanOptis Patent Management, LLC (collectively, “PanOptis” or “Plaintiffs”) as follows. Huawei Device USA, Inc. alleges counterclaims as set forth after the Huawei’s Answer.

NATURE OF THE ACTION

1. Huawei admits that this is an action for patent infringement. Huawei denies the remaining allegations in paragraph 1.

PARTIES

2. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2 and therefore denies the allegations.

3. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 3 and therefore denies the allegations.

4. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 4 and therefore denies the allegations.

5. Huawei admits that Huawei Technologies Co. Ltd. (“Huawei Technologies”) is a Chinese corporation with a principal place of business at Huawei Industrial Base, Bantian, Longgang, Shenzhen, Guangdong, China, 518129.

6. Huawei admits that Huawei Device USA, Inc. (“Huawei Device USA”) is a corporation organized under the laws of Texas, having its principal place of business at 5700 Tennyson Parkway, Suite 600, Plano, Texas, 75024.

7. Huawei admits that Huawei Device Co. Ltd. (“Huawei Device China”) is a Chinese corporation with a principal place of business at Huawei Industrial Base, Bantian, Longgang, Shenzhen, Guangdong, China, 518129.

JURISDICTION AND VENUE

8. The allegations of paragraph 8 express legal conclusions to which no response is required.

9. Huawei admits that the Complaint purports to assert venue under 28 U.S.C. §§ 1391 and 1400(b). Huawei Device China denies that this court has personal jurisdiction over them for purposes of this action or that venue is proper in this court. Huawei Device USA admits that it conducts business in this judicial district and maintains its headquarters in Plano, Texas. Huawei Device USA states that it will not contest that venue is proper in this Court, but Huawei Device USA does not waive the right to move to transfer venue under 28 U.S.C. § 1404(a). Huawei denies the remaining allegations of paragraph 9.

10. The allegations of paragraph 10 express legal conclusions to which no response is required. To the extent a response is required, Huawei Device China denies that this court has personal jurisdiction over them for purposes of this action. Huawei Device USA admits that it conducts business and maintains facilities and employees within this judicial district. Huawei Device USA further admits that it is incorporated in Texas, it maintains an agent for service of process in this judicial district, and it maintains a principal place of business in this judicial district. Huawei Technologies admits that it previously has commenced litigation in this judicial district. Huawei denies the remaining allegations of paragraph 10.

THE PANOPTIS PATENTS

11. Huawei admits that, on its face, U.S. Patent No. 7,769,238 (“the ’238 patent”) bears an issue date of August 3, 2001 and is titled “Picture Coding Method and Picture Decoding Method.” Huawei admits that what purports to be a copy of the ’238 patent is attached to the Third Amended Complaint as Exhibit 1. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 11 and therefore denies those allegations.

12. Huawei admits that, on its face, U.S. Patent No. 6,604,216 (“the ’216 patent”) bears an issue date of August 5, 2003 and is titled “Telecommunications System and Method for Supporting an Incremental Redundancy Error Handling Scheme Using Available Gross Rate Channels.” Huawei admits that what purports to be a copy of the ’216 patent is attached to the Third Amended Complaint as Exhibit 2. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 12 and therefore denies those allegations.

13. Huawei admits that, on its face, U.S. Patent No. 7,940,851 (“the ’851 patent”) bears an issue date of May 10, 2011 and is titled “Radio Communication Apparatus and

Radio Communication Method.” Huawei admits that what purports to be a copy of the ’851 patent is attached to the Third Amended Complaint as Exhibit 3. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 13 and therefore denies those allegations.

14. Huawei admits that, on its face, U.S. Patent No. 8,385,284 (“the ’284 patent”) bears an issue date of February 26, 2013 and is titled “Control Channel Signaling Using a Common Signaling Field for Transport Format and Redundancy Version.” Huawei admits that what purports to be a copy of the ’284 patent is attached to the Third Amended Complaint as Exhibit 4. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 14 and therefore denies those allegations.

15. Huawei admits that, on its face, U.S. Patent No. 8,208,569 (“the ’569 patent”) bears an issue date of June 26, 2012 and is titled “Method and Apparatus for Multicarrier Communication.” Huawei admits that what purports to be a copy of the ’569 patent is attached to the Third Amended Complaint as Exhibit 5. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 15 and therefore denies those allegations.

16. Huawei admits that, on its face, U.S. Patent No. 8,102,833 (“the ’833 patent”) bears an issue date of January 24, 2012 and is titled “Method for Transmitting Uplink Signals.” Huawei admits that what purports to be a copy of the ’833 patent is attached to the Third Amended Complaint as Exhibit 6. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 16 and therefore denies those allegations.

17. Huawei admits that, on its face, U.S. Patent No. 8,437,293 (“the ’293 patent”) bears an issue date of May 7, 2013 and is titled “Methods and Systems for Scheduling Resources in a Telecommunication System.” Huawei admits that what purports to be a copy of the ’293 patent is attached to the Third Amended Complaint as Exhibit 7. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 17 and therefore denies those allegations.

PLAINTIFFS’ LTE STANDARDS ESSENTIAL PATENTS

18. Huawei reincorporates the preceding paragraphs as if fully set forth herein.

19. Huawei admits that the European Telecommunications Standards Institute (“ETSI”) is a standard setting organization that, among other things, produces technical specifications and standards with global application for information and communications technologies. Huawei admits that the Third Generation Partnership Project (“3GPP”) produces technical specifications for cellular telecommunications network technologies, including the Long Term Evolution (“LTE”) specifications. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 19 and therefore denies those allegations.

20. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 20 and therefore denies the allegations.

21. Huawei admits that the ETSI IPR Policy can be found at Annex 6 to the ESTI Rules of Procedure, published November 19, 2014. The remaining allegations in paragraph 21 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 21.

22. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 22 and therefore denies the allegations.

23. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 23 and therefore denies the allegations.

24. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 24 and therefore denies the allegations.

25. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 25 and therefore denies the allegations.

26. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 26 and therefore denies the allegations.

27. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 27 and therefore denies the allegations.

28. Huawei admits that PanOptis engaged Huawei Technologies in licensing discussions and that PanOptis made licensing proposals to Huawei Technologies during those discussions. Huawei denies the remaining allegations of paragraph 28.

29. Huawei denies the allegations of paragraph 29.

30. Huawei admits that, in April 2014, Huawei Technologies received a letter from PanOptis, in which PanOptis communicated a desire to initiate licensing discussions with Huawei Technologies. Huawei denies the remaining allegations of paragraph 30.

31. Huawei admits that Huawei Technologies received a letter from PanOptis on or around July 18, 2014 that contained a list of PanOptis' patents, including the patents-in-suit.

32. Huawei admits that representatives of PanOptis met face-to-face with representatives of Huawei Technologies on multiple occasions in 2014, 2015, and 2016. Huawei admits that during those meetings PanOptis presented materials regarding certain patents and made licensing proposals to Huawei Technologies. Huawei denies the remaining allegations of paragraph 32.

33. Huawei admits that PanOptis initiated and exchanged written correspondence with Huawei Technologies and contacted representatives of Huawei Technologies by phone on multiple occasions. Huawei admits that PanOptis provided Huawei Technologies with exemplary claim charts that purport to show infringement by Huawei's products, including claim charts concerning the '238, '569, and '833 patents. Huawei denies the remaining allegations of paragraph 33.

34. Huawei admits that Huawei Technologies received a letter from PanOptis on or around January 27, 2017, in which PanOptis invited Huawei Technologies to license certain PanOptis patents.

35. Huawei denies the allegations of paragraph 35.

36. Huawei denies the allegations of paragraph 36.

GENERAL ALLEGATIONS

37. Huawei admits that the Huawei Nexus 6P, Huawei Mate 9, Huawei P8 Lite, Huawei SnapTo, Huawei Ascend Mate2, Huawei GX8, Huawei G7 Plus, Huawei Honor 5X, Huawei Honor 8, Huawei Union, Huawei Vitria, Huawei MediaPad T1 8.0, and Huawei MediaPad T1 8.0 Pro (collectively, the "Accused Huawei Products") interoperate with LTE-based telecommunications systems and/or can decode picture and audio data. Huawei does not sell, sell for importation, or import for sale in the United States the Huawei Mate 8, Huawei Ascend P7, Huawei Vision 3 LTE, Huawei Mate S, Huawei P8, Honor 6, Huawei P9, Honor 7,

Huawei MediaPad M3, Ascend Mate 7, and Huawei Ascend G7. Huawei denies that the Accused Huawei Products practice the '216, '851, '284, '569, '833, and '293 patents (purportedly essential to the LTE-3GPP Long Term Evolution Standards (“LTE Standard”)) merely by virtue of their interoperability with LTE-based telecommunications systems. Huawei denies that the Accused Huawei Products practice the '238 patent merely by virtue of their capability to decode picture and audio data. Huawei denies the remaining allegations of paragraph 37.

38. The allegations of paragraph 38 express legal conclusions to which no response is required. To the extent a response is required, Huawei denies the allegations of paragraph 38.

39. Huawei Device USA admits that it has offered for sale and/or sold the Accused Huawei Products in the United States, and that the Accused Huawei Products interoperate with LTE-based telecommunications systems and/or can decode picture and audio data. Huawei denies that the Accused Huawei Products practice the '216, '851, '284, '569, '833, and '293 patents merely by virtue of their interoperability with LTE-based telecommunications systems. Huawei denies that the Accused Huawei Products practice the '238 patent merely by virtue of their capability to decode picture and audio data. Huawei Device USA admits that, at the time of filing of PanOptis' initial complaint on February 10, 2017, it provided video content about certain Accused Huawei Products, such as the Huawei Mate 9, Huawei Ascend Mate2, Huawei P8 Lite, Huawei SnapTo, and Huawei MediaPad T1 8.0, at the following Internet address: <http://www.youtube.com/user/Huaweideviceusa/videos>. Huawei denies the remaining allegations of paragraph 39.

40. The allegations of paragraph 40 express legal conclusions to which no response is required. To the extent a response is required, Huawei denies the allegations of paragraph 40.

41. Huawei Device USA admits that it provides written materials to customers and users of the Accused Huawei Products in the United States that include instructions for how to connect to and operate the Accused Huawei Products on networks. Huawei denies the remaining allegations of paragraph 41.

42. The allegations of paragraph 42 express legal conclusions to which no response is required. To the extent a response is required, Huawei Device USA admits that it and/or its authorized resellers sells or has sold the Accused Huawei Products in the United States. Huawei does not sell, sell for importation, or import for sale in the United States the Huawei Mate 8, Huawei Ascend P7, Huawei Vision 3 LTE, Huawei Mate S, Huawei P8, Honor 6, Huawei P9, Honor 7, Huawei MediaPad M3, Ascend Mate 7, and Huawei Ascend G7. Huawei Device USA denies the remaining allegations of paragraph 42.

43. The allegations of paragraph 43 express legal conclusions to which no response is required. To the extent a response is required, Huawei Device USA denies the allegations of paragraph 43.

44. The allegations of paragraph 44 express legal conclusions to which no response is required. To the extent a response is required, Huawei denies the allegations of paragraph 44.

HUAWEI INFRINGEMENT

45. Paragraph 45 does not contain any allegations of fact and therefore no response is required.

46. Huawei Device USA admits that it sells or has sold the Huawei Nexus 6P, Huawei Mate 9, Huawei P8 Lite, Huawei SnapTo, Huawei Ascend Mate2, Huawei GX8, Huawei G7 Plus, Huawei Honor 5X, Huawei Honor 8, Huawei Union, Huawei Vitria, Huawei MediaPad T1 8.0, and Huawei MediaPad T1 8.0 Pro in the United States. Huawei does not sell, sell for importation, or import for sale in the United States the Huawei Mate 8, Huawei Ascend P7, Huawei Vision 3 LTE, Huawei Mate S, Huawei P8, Honor 6, Huawei P9, Honor 7, Huawei MediaPad M3, Ascend Mate 7, and Huawei Ascend G7. Huawei denies any remaining allegations in paragraph 46.

47. Huawei states that the allegations in paragraph 47 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 47.

48. Huawei lacks knowledge or information sufficient to form a belief that each of the Accused Huawei Products is capable of receiving media streams or files in the following formats: ISO/IEC 14496-15 AVC file format, IS/IEC 14496-12 ISO Base Media File Format, MPEG-4 file format, and/or MPEG-4 streams containing audio and video. Huawei states that the remaining allegations in paragraph 48 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 48.

49. Huawei states that the allegations in paragraph 49 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 49.

50. Huawei admits that the Nexus 6P is capable of decoding MP3 and AAC coded audio. The remaining allegations in paragraph 50 contain legal conclusions that require no

answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 50.

51. Huawei states that the allegations in paragraph 51 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 51.

52. Huawei lacks knowledge or information sufficient to form a belief that each of the Accused Huawei Products comprises an H.264/AVC decoder capable of decoding Baseline, Main or High Profile bitstreams according to ITU-T Rec. H.264 section A.2. Huawei further states that the H.264 Standard speaks for itself. Huawei states that the remaining allegations in paragraph 52 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 52.

53. Huawei lacks knowledge or information sufficient to form a belief that each of the Accused Huawei Products comprises an H.264/AVC decoder capable of decoding Baseline, Main or High Profile bitstreams. Huawei further states that the H.264 Standard speaks for itself. Huawei states that the remaining allegations in paragraph 53 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 53.

54. Huawei lacks knowledge or information sufficient to form a belief that each of the Accused Huawei Products comprises an H.264/AVC decoder. Huawei further states that the H.264 Standard speaks for itself. Huawei states that the remaining allegations in paragraph 54 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 54.

55. Huawei lacks knowledge or information sufficient to form a belief that each of the Accused Huawei Products comprises an H.264/AVC decoder. Huawei further states that the H.264 Standard speaks for itself. Huawei states that the remaining allegations in paragraph 55 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 55.

56. Huawei states that the H.264 Standard speaks for itself. Huawei states that the remaining allegations in paragraph 56 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 56.

57. Huawei lacks knowledge or information sufficient to form a belief that each of the Accused Huawei Products comprises an H.264/AVC decoder. Huawei further states that the H.264 Standard speaks for itself. Huawei states that the remaining allegations in paragraph 57 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 57.

58. Huawei lacks knowledge or information sufficient to form a belief that each of the Accused Huawei Products comprises an H.264/AVC decoder. Huawei further states that the H.264 Standard speaks for itself. Huawei states that the remaining allegations in paragraph 58 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 58.

59. Huawei states that the allegations in paragraph 59 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 59.

60. Huawei admits the Accused Huawei Products are sold by Huawei Device USA, and are provided with instruction manuals. Huawei states that the remaining allegations in

paragraph 60 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 60.

61. Huawei Device USA admits that it sells or has sold the Huawei Nexus 6P, Huawei Mate 9, Huawei P8 Lite, Huawei SnapTo, Huawei Ascend Mate2, Huawei GX8, Huawei G7 Plus, Huawei Honor 5X, Huawei Honor 8, Huawei Union, Huawei Vitria, Huawei MediaPad T1 8.0, and Huawei MediaPad T1 8.0 Pro in the United States. Huawei does not sell, sell for importation, or import for sale in the United States the Huawei Mate 8, Huawei Ascend P7, Huawei Vision 3 LTE, Huawei Mate S, Huawei P8, Honor 6, Huawei P9, Honor 7, Huawei MediaPad M3, Ascend Mate 7, and Huawei Ascend G7. Huawei denies any remaining allegations in paragraph 61.

62. Huawei states that the allegations in paragraph 62 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 62.

63. Huawei states, on information and belief, that the '216 patent has been declared essential to an LTE Standard but lacks knowledge or information sufficient to form a belief as to whether the '216 patent is actually essential to the LTE Standard and therefore denies the allegation. Huawei states that any remaining allegations in paragraph 63 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 63.

64. Huawei states that the allegations in paragraph 64 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 64.

65. Huawei states that the allegations in paragraph 65 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 65.

66. Huawei states that the allegations in paragraph 66 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 66.

67. Huawei states that the allegations in paragraph 67 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 67.

68. Huawei states that the allegations in paragraph 68 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 68.

69. Huawei admits the Accused Huawei Products are sold by Huawei Device USA, are advertised as being interoperable with LTE-based communication systems, and are provided with instruction manuals. Huawei states that the remaining allegations in paragraph 69 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 69.

70. Huawei states that the allegations in paragraph 70 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 70.

71. Huawei states, on information and belief, that the '851 patent has been declared essential to an LTE Standard but lacks knowledge or information sufficient to form a belief as to whether the '851 patent is actually essential to the LTE Standard and therefore denies

the allegation. Huawei states that any remaining allegations in paragraph 71 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 71.

72. Huawei states that the allegations in paragraph 72 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 72.

73. Huawei states that the allegations in paragraph 73 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 73.

74. Huawei states that the allegations in paragraph 74 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 74.

75. Huawei states that the allegations in paragraph 75 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 75.

76. Huawei states that the allegations in paragraph 76 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 76.

77. Huawei states that the allegations in paragraph 77 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 77.

78. Huawei admits the Accused Huawei Products are sold by Huawei Device USA, are advertised as being interoperable with LTE-based communication systems, and are

provided with instruction manuals. Huawei states that the remaining allegations in paragraph 78 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 78.

79. Huawei states that the allegations in paragraph 79 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 79.

80. Huawei states, on information and belief, that the '284 patent has been declared essential to an LTE Standard but lacks knowledge or information sufficient to form a belief as to whether the '284 patent is actually essential to the LTE Standard and therefore denies the allegation. Huawei states that any remaining allegations in paragraph 80 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 80.

81. Huawei states that the allegations in paragraph 81 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 81.

82. Huawei states that the allegations in paragraph 82 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 82.

83. Huawei states that the allegations in paragraph 83 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 83.

84. Huawei states that the allegations in paragraph 84 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 84.

85. Huawei states that the allegations in paragraph 85 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 85.

86. Huawei states that the allegations in paragraph 86 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 86.

87. Huawei states that the allegations in paragraph 87 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 87.

88. Huawei states that the allegations in paragraph 88 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 88.

89. Huawei states that the allegations in paragraph 89 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 89.

90. Huawei admits the Accused Huawei Products are sold by Huawei Device USA, are advertised as being interoperable with LTE-based communication systems, and are provided with instruction manuals. Huawei states that the remaining allegations in paragraph 90 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 90.

91. Huawei states that the allegations in paragraph 91 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 91.

92. Huawei states, on information and belief, that the '569 patent has been declared essential to an LTE Standard but lacks knowledge or information sufficient to form a belief as to whether the '569 patent is actually essential to the LTE Standard and therefore denies the allegation. Huawei states that the remaining allegations in paragraph 92 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 92.

93. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 93 and therefore denies the allegations.

94. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 94 and therefore denies the allegations

95. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 95 and therefore denies the allegations.

96. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 96 and therefore denies the allegations.

97. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 97 and therefore denies the allegations.

98. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 98 and therefore denies the allegations.

99. Huawei states that the allegations in paragraph 99 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 99.

100. Huawei admits that the Accused Huawei Products are sold by Huawei Device USA, are advertised as being interoperable with LTE-based communication systems, and are provided with instruction manuals. Huawei states that the remaining allegations in paragraph 100 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 100.

101. Huawei states that the allegations in paragraph 101 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 101.

102. Huawei states, on information and belief, that the '833 patent has been declared essential to an LTE Standard but lacks knowledge or information sufficient to form a belief as to whether the '833 patent is actually essential to the LTE Standard and therefore denies the allegation. Huawei states that the remaining allegations in paragraph 102 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 102.

103. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 103 and therefore denies the allegations.

104. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 104 and therefore denies the allegations

105. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 105 and therefore denies the allegations.

106. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 106 and therefore denies the allegations.

107. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 107 and therefore denies the allegations.

108. Huawei states that the allegations in paragraph 108 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 108.

109. Huawei admits that the Accused Huawei Products are sold by Huawei Device USA, are advertised as being interoperable with LTE-based communication systems, and are provided with instruction manuals. Huawei states that the remaining allegations in paragraph 109 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 109.

110. Huawei states that the allegations in paragraph 110 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 110.

111. Huawei states, on information and belief, that the '293 patent has been declared essential to an LTE Standard but lacks knowledge or information sufficient to form a belief as to whether the '293 patent is actually essential to the LTE Standard and therefore denies the allegation. Huawei states that the remaining allegations in paragraph 111 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 111.

112. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 112 and therefore denies the allegations.

113. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 113 and therefore denies the allegations.

114. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 114 and therefore denies the allegations.

115. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 115 and therefore denies the allegations.

116. Huawei lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 116 and therefore denies the allegations.

117. Huawei states that the allegations in paragraph 117 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 1174.

118. Huawei admits that the Accused Huawei Products are sold by Huawei Device USA, are advertised as being interoperable with LTE-based communication systems, and are provided with instruction manuals. Huawei states that the remaining allegations in paragraph 118 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 109.

COUNT I – PATENT INFRINGEMENT OF THE '238 PATENT

119. Huawei restates and incorporates by reference its answers to paragraphs 1 through 118 as if fully set forth herein.

120. Huawei lacks knowledge or information sufficient to form a belief as to truth of the allegations of paragraph 120 and therefore denies the allegations.

121. Huawei states that the allegations in paragraph 121 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 121.

122. Huawei states that the allegations in paragraph 122 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 122.

123. Huawei admits that on July 18, 2014, Huawei Technologies received a letter from PanOptis that mentioned the '238 Patent, and that it received a copy of PanOptis' Original Complaint. Huawei denies the remaining allegations of paragraph 123.

124. Huawei states that the allegations in paragraph 124 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 124.

125. Huawei states that the allegations in paragraph 125 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 125.

126. Huawei states that the allegations in paragraph 126 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 126.

127. Huawei states that the allegations in paragraph 125 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 125.

COUNT II – PATENT INFRINGEMENT OF THE '216 PATENT

128. Huawei restates and incorporates by reference its answers to paragraphs 1 through 127 as if fully set forth herein.

129. Huawei states that the allegations in paragraph 129 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 129.

130. Huawei states that the allegations in paragraph 130 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 130.

131. Huawei admits that on July 18, 2014, Huawei Technologies received a letter from PanOptis that mentioned the '216 Patent, and that it received a copy of PanOptis' Original Complaint. Huawei denies the remaining allegations of paragraph 131.

132. Huawei states that the allegations in paragraph 132 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 132.

133. Huawei states that the allegations in paragraph 133 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 133.

134. Huawei states that the allegations in paragraph 134 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 134.

135. Huawei states that the allegations in paragraph 135 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 135.

COUNT III – PATENT INFRINGEMENT OF THE '851 PATENT

136. Huawei restates and incorporates by reference its answers to paragraphs 1 through 135 as if fully set forth herein.

137. Huawei states that the allegations in paragraph 137 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 137.

138. Huawei states that the allegations in paragraph 138 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 138.

139. Huawei admits that on July 18, 2014, Huawei Technologies received a letter from PanOptis that mentioned the '851 Patent, and that it received a copy of PanOptis' Original Complaint. Huawei denies the remaining allegations of paragraph 139.

140. Huawei states that the allegations in paragraph 140 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 140.

141. Huawei states that the allegations in paragraph 141 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 141.

142. Huawei states that the allegations in paragraph 142 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 142.

143. Huawei states that the allegations in paragraph 143 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 143.

COUNT IV – PATENT INFRINGEMENT OF THE '284 PATENT

144. Huawei restates and incorporates by reference its answers to paragraphs 1 through 143 as if fully set forth herein.

145. Huawei states that the allegations in paragraph 145 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 145.

146. Huawei states that the allegations in paragraph 146 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 146.

147. Huawei admits that on July 18, 2014, Huawei Technologies received a letter from PanOptis that mentioned the '284 Patent, and that it received a copy of PanOptis' Original Complaint. Huawei denies the remaining allegations of paragraph 147.

148. Huawei states that the allegations in paragraph 148 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 148.

149. Huawei states that the allegations in paragraph 149 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 149.

150. Huawei states that the allegations in paragraph 150 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 150.

151. Huawei states that the allegations in paragraph 151 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 151.

COUNT V– PATENT INFRINGEMENT OF THE '569 PATENT

152. Huawei restates and incorporates by reference its answers to preceding paragraphs as if fully set forth herein.

153. Huawei states that the allegations in paragraph 153 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 153.

154. Huawei states that the allegations in paragraph 154 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 154.

155. Huawei admits that on July 18, 2014, Huawei Technologies received a letter from PanOptis that mentioned the '569 Patent, and that it received a copy of PanOptis' Original Complaint. Huawei denies the remaining allegations of paragraph 155.

156. Huawei states that the allegations in paragraph 156 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 156.

157. Huawei states that the allegations in paragraph 157 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 157.

158. Huawei states that the allegations in paragraph 158 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 158.

159. Huawei states that the allegations in paragraph 159 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 159.

COUNT VI – PATENT INFRINGEMENT OF THE '833 PATENT

160. Huawei restates and incorporates by reference its answers to preceding paragraphs as if fully set forth herein.

161. Huawei states that the allegations in paragraph 161 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 161.

162. Huawei states that the allegations in paragraph 162 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 162.

163. Huawei admits that on July 18, 2014, Huawei Technologies received a letter from PanOptis that mentioned the '833 Patent, and that it received a copy of PanOptis' Original Complaint. Huawei denies the remaining allegations of paragraph 163.

164. Huawei states that the allegations in paragraph 164 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 164.

165. Huawei states that the allegations in paragraph 165 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 165.

166. Huawei states that the allegations in paragraph 166 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 166.

167. Huawei states that the allegations in paragraph 167 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 167.

COUNT VII – PATENT INFRINGEMENT OF THE '293 PATENT

168. Huawei restates and incorporates by reference its answers to preceding paragraphs as if fully set forth herein.

169. Huawei states that the allegations in paragraph 169 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 169.

170. Huawei states that the allegations in paragraph 170 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 170.

171. Huawei admits that on July 18, 2014, Huawei Technologies received a letter from PanOptis that mentioned the '293 Patent, and that it received a copy of PanOptis' Original Complaint. Huawei denies the remaining allegations of paragraph 171.

172. Huawei states that the allegations in paragraph 172 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 172.

173. Huawei states that the allegations in paragraph 173 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 173.

174. Huawei states that the allegations in paragraph 174 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 174.

175. Huawei states that the allegations in paragraph 175 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 175.

COUNT VIII – WILLFUL INFRINGEMENT

176. Huawei reincorporates the preceding paragraphs as if fully set forth herein.

177. Huawei denies the allegations of paragraph 177.

178. Huawei admits that Huawei Technologies received a letter from PanOptis on or around July 18, 2014 that contained a list of PanOptis' patents, including the patents-in-suit. Huawei denies the remaining allegations of paragraph 178.

179. Huawei denies the allegations of paragraph 179.

180. Huawei denies the allegations of paragraph 180.

COUNT IX – DECLARATORY JUDGMENT

181. Huawei reincorporates the preceding paragraphs as if fully set forth herein.

182. Huawei states, on information and belief, that at least some of the Asserted Patents have been declared essential to various standards, including the LTE Standard, but lacks knowledge or information sufficient to form a belief as to whether these patents are actually essential to any standard and therefore denies the allegation. Huawei states that any remaining allegations in paragraph 182 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 182.

183. Huawei Device USA admits that it sells products that are advertised as being interoperable with one or more of various standards, including the LTE Standard, and are provided with instruction manuals. Huawei states that the remaining allegations in paragraph 183 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all remaining allegations in paragraph 183.

184. Huawei states that the allegations in paragraph 184 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 184.

185. Huawei states that the allegations in paragraph 185 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 185.

DAMAGES

186. Huawei denies that PanOptis is entitled to any damages. The remainder of paragraph 186 does not contain any allegations of fact and therefore no response is required.

187. Huawei states that the allegations in paragraph 187 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 187.

ATTORNEYS' FEES

188. Huawei states that the allegations in paragraph 189 contain legal conclusions that require no answer. To the extent an answer is required, Huawei denies any and all allegations in paragraph 189.

DEMAND FOR JURY TRIAL

189. No response to the Demand for Jury Trial is necessary. To the extent a response is required, Huawei denies any allegations contained in the Demand for Jury Trial.

PRAYER FOR RELIEF

No response to the Prayer for Relief is necessary. To the extent a response is required, Huawei denies any allegations contained in the Prayer for Relief, and deny that PanOptis is entitled to any of the requested relief.

AFFIRMATIVE AND OTHER DEFENSES

Without assuming any burden Huawei would not otherwise have, Huawei asserts the following defenses:

FIRST DEFENSE
(Invalidity)

Each claim of the Asserted Patents is invalid for failure to comply with one or more of the requirements of 35 U.S.C. §§ 101, 102, 103, and/or 112.

SECOND DEFENSE
(Non-Infringement)

Huawei has not directly or indirectly infringed any valid claim of the Asserted Patents, either literally or under the doctrine of equivalents.

THIRD DEFENSE
(Limitation on Damages Under Section 286)

PanOptis' claim for damages is barred to the extent PanOptis seeks damages beyond the applicable statute of limitations, 35 U.S.C. § 286.

FOURTH DEFENSE
(Equitable Doctrines)

PanOptis' claim is barred, in whole or in part, by the equitable doctrines of waiver, estoppel, acquiescence, and/or unclean hands.

FIFTH DEFENSE
(Patent Misuse)

On information and belief, PanOptis is barred from asserting the Asserted Patents by the equitable doctrine of patent misuse. PanOptis and Huawei are members of relevant standard-setting organizations ("SSOs"), including the European Telecommunications Standardization Institute ("ETSI") and the 3rd Generation Partnership Project ("3GPP"). Like other SSOs, the Intellectual Property Rights Policies ("IPR Policies") of these SSOs require each member to identify all intellectual property rights the member holds and knows may be essential

to compliance with a proposed technology standard, and to state whether it will license such intellectual property rights on fair, reasonable and non-discriminatory (“FRAND”) terms and conditions. Although PanOptis (through its predecessors-in-interest) declared to the relevant SSOs that the Asserted Patents are essential to relevant standards, and committed to license the asserted patents on FRAND terms and conditions, PanOptis violated its commitments by failing to offer and grant FRAND terms and conditions for licensing the Asserted Patents, or by violating its FRAND obligations stipulated in respective SSOs.

SIXTH DEFENSE
(Actual or Implied Licenses)

PanOptis’ claims are barred in whole or in part pursuant to actual licenses or under the doctrine of implied license. These licenses include, but are not limited to, express or implied licenses arising from PanOptis’ (or its predecessors-in-interest’s) participation in ETSI and 3GPP, its commitments to license the Asserted Patents on FRAND terms and conditions, its failure to offer and grant a license on FRAND terms and conditions, and Huawei’s willingness to enter into a license on FRAND terms and conditions.

SEVENTH DEFENSE
(Unclean Hands)

The Asserted Patents are void and unenforceable by reason of the equitable doctrine of unclean hands based on (among other things) PanOptis’ (or its predecessors-in-interest’s) participation in ETSI and 3GPP, its commitments to license the Asserted Patents on FRAND terms and conditions, and its failure to offer FRAND terms and conditions for licensing the Asserted Patents.

EIGHTH DEFENSE
(Estoppel)

PanOptis' claims are barred in whole or in part based on equitable and/or promissory estoppel based on PanOptis' commitments to license the Asserted Patents on FRAND terms and conditions, its failure to offer and grant FRAND terms and conditions for licensing the Asserted Patents, Huawei's reliance on PanOptis' obligations to adhere to its commitments, and Huawei's detriment because of PanOptis' failure to honor its obligations.

NINTH DEFENSE
(Breach of Contract)

PanOptis breached its undertakings and obligations to ETSI and 3GPP, as well as to Huawei as a beneficiary of such undertakings or commitments, by failing to offer and grant FRAND terms and conditions for licensing the Asserted Patents.

TENTH DEFENSE
(Unenforceability)

PanOptis has waived any right to enforce the Asserted Patents by its commitments to license the Asserted Patents on FRAND terms and conditions, and its failure to offer and grant FRAND terms and conditions for licensing the Asserted Patents.

ELEVENTH DEFENSE
(License and Exhaustion)

PanOptis' claims are barred to the extent that PanOptis has licensed, either expressly or impliedly, the alleged infringement, or has otherwise exhausted its rights and remedies as to the alleged infringement.

**RESERVATION OF RIGHTS TO ASSERT
ADDITIONAL DEFENSES OR COUNTERCLAIMS**

Huawei reserves the right to amend or supplement the Answer, Defenses, and Counterclaims. Huawei has not knowingly or intentionally waived any applicable defenses or counterclaims, and it reserves the right to assert and rely upon other applicable defenses or counterclaims that may become available or apparent throughout the course of this action.

Huawei continues to investigate this matter and reserves the right to amend or seek to amend the Answer to assert any additional defenses or counterclaims that come to light upon further investigation and discovery.

HUAWEI'S DEMAND FOR JURY TRIAL

Huawei demands a jury trial for all claims so triable.

HUAWEI'S REQUEST FOR RELIEF

WHEREFORE, Huawei prays for the following judgment and relief:

- A. A judgment denying and dismissing all of PanOptis' claims with prejudice and denying PanOptis' request for reasonable and entire compensation;
- B. A judgment awarding Huawei the costs and disbursements of the action, including reasonable attorneys' fees;
- C. A judgment denying any and all relief sought by PanOptis in its complaint;
- D. A judgment granting such other relief as the Court deems just and proper.

COUNTERCLAIMS

Pursuant to Federal Rule of Civil Procedure 13, Huawei Device USA Inc. ("Huawei Device USA") counterclaims against Optis Wireless Technology, LLC, Optis Cellular

Technology, LLC, and PanOptis Patent Management, LLC (together, “PanOptis”) and, in support thereof, alleges the following:

PARTIES

1. Counterclaim-Plaintiff Huawei Device USA is a corporation organized under the laws of Texas, having its principal place of business at 5700 Tennyson Parkway, Suite 600, Plano, Texas, 75024.

2. On information and belief, Counterclaim-Defendant Optis Wireless Technology, LLC (“Optis Wireless”) is a limited liability company organized and existing under the laws of the State of Delaware, and maintains its principal place of business at 7160 Dallas Parkway, Suite 250, Plano, TX 75024.

3. On information and belief, Counterclaim-Defendant Optis Cellular Technology, LLC (“Optis Cellular”) is a limited liability company organized and existing under the laws of the State of Delaware, and maintains its principal place of business at 7160 Dallas Parkway, Suite 250, Plano, TX 75024.

4. On information and belief, Counterclaim-Defendant PanOptis Patent Management, LLC (“PPM”) is a limited liability company organized and existing under the laws of the State of Delaware, and maintains its principal place of business at 7160 Dallas Parkway, Suite 250, Plano, TX 75024.

JURISDICTION AND VENUE

5. This Court has jurisdiction over Huawei Device USA’s declaratory judgment claims pursuant to 28 U.S.C. §§ 2201–2202 and subject matter jurisdiction over patent infringement and validity pursuant to 28 U.S.C. §§ 1331 and 1338(a). An actual, substantial, and continuing justiciable controversy exists between Huawei Device USA and PanOptis based on PanOptis having filed a Complaint against Huawei Device USA alleging infringement of U.S.

Patent Nos. 7,769,238 (“the ’238 patent”), 6,604,216 (“the ’216 patent”), 7,940,851 (“the ’851 patent”), 8,385,284 (“the ’284 patent”), 8,208,569 (“the ’569 patent”), 8,102,833 (“the ’833 patent”), and 8,437,293 (“the ’293 patent”) (together, “the Asserted Patents”), with respect to which Huawei Device USA requires a declaration of its rights by this Court. Specifically, the controversy concerns the invalidity and non-infringement of the Asserted Patents and the right of PanOptis to maintain suit for alleged infringement of the Asserted Patents.

6. The Court has personal jurisdiction over PanOptis, *inter alia*, because PanOptis has submitted to the personal jurisdiction of this Court by filing the Complaint here.

7. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and 1400(b), *inter alia*, because PanOptis has submitted to the venue of this Court by filing its Complaint here.

FIRST COUNTERCLAIM
(DECLARATORY JUDGMENT OF NON-INFRINGEMENT)

8. Huawei Device USA incorporates paragraphs 1–7 of its Counterclaims as if fully set forth herein.

9. Huawei Device USA has not directly or indirectly infringed, contributed to or induced infringement of any valid or enforceable claim of the Asserted Patents and has not otherwise committed any acts in violation of 35 U.S.C. § 271.

10. An actual controversy exists between Huawei Device USA and PanOptis based on PanOptis having filed its Complaint against Huawei alleging infringement of the Asserted Patents.

11. Huawei Device USA has been injured and damaged by PanOptis filing its Complaint asserting patents that Huawei does not infringe.

12. Huawei Device USA therefore seeks a declaration that it has not infringed, and does not infringe, directly or indirectly, any valid and enforceable claim of the Asserted Patents.

13. This is an exceptional case entitling Huawei Device USA to an award of its attorneys' fees incurred in connection with this action pursuant to 35 U.S.C. § 285.

SECOND COUNTERCLAIM
(DECLARATORY JUDGMENT OF PATENT INVALIDITY)

14. Huawei Device USA incorporates paragraphs 1–13 of its Counterclaims as if fully set forth herein.

15. The Asserted Patents are invalid for failing to meet the conditions for patentability as set forth in 35 U.S.C. § 1 *et seq.*, including, but not limited to §§ 100, 101, 102, 103, and 112.

16. An actual controversy exists between Huawei Device USA and PanOptis based on PanOptis having filed its Complaint against Huawei alleging infringement of the Asserted Patents.

17. Huawei Device USA has been injured and damaged by PanOptis filing its Complaint asserting invalid patents.

18. Huawei Device USA therefore seeks a declaration that the Asserted Patents are invalid for failing to meet the conditions for patentability as set forth in 35 U.S.C. § 1 *et seq.*

19. This is an exceptional case entitling Huawei Device USA to an award of its attorneys' fees incurred in connection with this action pursuant to 35 U.S.C. § 285.

DEMAND FOR JURY TRIAL

Huawei Device USA demands a jury trial on all issues that may be so tried.

HUAWEI DEVICE USA’S REQUEST FOR RELIEF

WHEREFORE, Huawei Device USA prays for the following judgment and relief:

- A. A judgment declaring that Huawei Device USA has not infringed, and does not infringe, directly or indirectly, any valid and enforceable claim of the Asserted Patents;
- B. A judgment declaring that the claims of the Asserted Patents are invalid;
- C. A judgment awarding Huawei Device USA the costs and disbursements of the action, including reasonable attorneys’ fees;
- D. A judgment granting such other relief as the Court deems just and proper.

Dated: September 15, 2017

By: /s/ Robert T. Haslam

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Attorneys for Defendants
**HUAWEI DEVICE USA INC. AND
HUAWEI DEVICE CO., LTD.**

CERTIFICATE OF SERVICE

I certify that, on September 15, 2017, I filed a true and correct copy of the foregoing document using the Court's CM/ECF system, which will serve the same upon all counsel of record who have consented to electronic service.

/s/ Rohna R. Houston
Rohna R. Houston