

No. 21-____

**UNITED STATES COURT OF APPEALS FOR THE
FEDERAL CIRCUIT**

IN RE LG ELECTRONICS INC. AND LG ELECTRONICS U.S.A., INC.,
Petitioners

On Petition for a Writ of Mandamus to the
United States District Court for the Western District of Texas,
No. 6:20-cv-00257-ADA
Hon. Alan D. Albright

**LG ELECTRONICS INC. AND LG ELECTRONICS U.S.A., INC.'S
PETITION FOR WRIT OF MANDAMUS**

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April 6, 2021

**UNITED STATES COURT OF APPEALS
FOR THE FEDERAL CIRCUIT**

CERTIFICATE OF INTEREST

Case Number 21-

Short Case Caption In re LG Electronics Inc. and LG Electronics U.S.A., Inc.

Filing Party/Entity LG Electronics Inc. and LG Electronics U.S.A., Inc.

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Name: Bradley N. Garcia

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Form 9 (p. 2)
July 2020

<p>1. Represented Entities. Fed. Cir. R. 47.4(a)(1).</p>	<p>2. Real Party in Interest. Fed. Cir. R. 47.4(a)(2).</p>	<p>3. Parent Corporations and Stockholders. Fed. Cir. R. 47.4(a)(3).</p>
<p>Provide the full names of all entities represented by undersigned counsel in this case.</p>	<p>Provide the full names of all real parties in interest for the entities. Do not list the real parties if they are the same as the entities.</p> <p><input type="checkbox"/> None/Not Applicable</p>	<p>Provide the full names of all parent corporations for the entities and all publicly held companies that own 10% or more stock in the entities.</p> <p><input type="checkbox"/> None/Not Applicable</p>
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<p>LG Electronics U.S.A., Inc.</p>		<p>LG Electronics Inc.</p>
	<p>Google LLC</p>	<p>XXVI Holdings Inc.; Alphabet Inc.</p>

Additional pages attached

4. Legal Representatives. List all law firms, partners, and associates that (a) appeared for the entities in the originating court or agency or (b) are expected to appear in this court for the entities. Do not include those who have already entered an appearance in this court. Fed. Cir. R. 47.4(a)(4).

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Ikorongo Texas LLC v. Samsung Electronics Co., Ltd., No. 6:20-cv-0259-ADA (W.D. Tex.)	Ikorongo Texas LLC v. Lyft, Inc., No. 6:20-cv-00258-ADA (W.D. Tex.)	Ikorongo Texas LLC v. Uber Technologies, Inc., No. 6:20-cv-00843-ADA (W.D. Tex.)

6. Organizational Victims and Bankruptcy Cases. Provide any information required under Fed. R. App. P. 26.1(b) (organizational victims in criminal cases) and 26.1(c) (bankruptcy case debtors and trustees). Fed. Cir. R. 47.4(a)(6).

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STATEMENT OF RELATED CASES

There are related district court cases, but none are consolidated for pre-trial purposes. In the action giving rise to this petition (“the LG action”), Plaintiff Ikorongo Texas LLC (“Ikorongo Texas”) sued Petitioners LG Electronics Inc. and LG Electronics U.S.A., Inc., on March 31, 2020, for alleged infringement of U.S. Patent Nos. RE 41,450, RE 45,543, RE 47,704, and 8,874,554. *Ikorongo Texas LLC v. LG Electronics Inc.*, No. 6:20-cv-00257-ADA, Dkt. 1 (W.D. Tex.). The next day, an amended complaint was filed adding Plaintiff Ikorongo Technology LLC (“Ikorongo Technology”) (and together with Ikorongo Texas, “Plaintiffs”). *Id.*, Dkt. 2.

On March 31, 2020, Ikorongo Texas also filed separate suits alleging infringement of some or all of the same patents against (1) Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc., (2) Bumble Trading Inc., and (3) Lyft Inc. *Ikorongo Texas LLC v. Samsung Electronics Co., Ltd.*, No. 6:20-cv-00259-ADA, Dkts. 1, 2 (W.D. Tex.); *Ikorongo Texas LLC v. Bumble Trading Inc.*, No. 6:20-cv-00256-ADA, Dkts. 1, 2 (W.D. Tex.); *Ikorongo Texas LLC v. Lyft, Inc.*, No. 6:20-cv-00258-ADA, Dkts. 1, 2 (W.D. Tex.). In each suit, as in this one, the next day an Amended Complaint was filed adding Plaintiff Ikorongo Technology. The defendants in each suit moved to transfer the actions to the Northern District of California, but Bumble withdrew its motion to transfer.

Bumble, No. 20-cv-00258, Dkts. 29, 39. The district court denied transfer in each of the remaining actions on March 1, 2021. *LG*, No. 20-cv-00257, Dkt. 76; *Samsung*, No. 20-cv-00259, Dkt. 67; *Lyft*, No. 20-cv-00258, Dkt. 68. The district court entered essentially identical orders denying Petitioners' motion to transfer in this case and the Samsung defendants' motion to transfer in that case. *LG*, No. 20-cv-00257, Dkt. 76; *Samsung*, No. 20-cv-00259, Dkt. 67.

Similarly, on September 15, 2020, Ikorongo Texas filed another separate suit alleging infringement of some of the same patents against Uber Technologies, Inc. *Ikorongo Texas LLC v. Uber Technologies, Inc.*, No. 6:20-cv-00843-ADA, Dkts. 1, 2 (W.D. Tex.). There, as in this case, the next day an Amended Complaint was filed adding Ikorongo Technology. Uber moved to transfer the action to the Northern District of California, and that motion is currently pending. *Id.* Dkt. 26.

This petition challenges the district court's order denying transfer in the LG action, *LG*, No. 20-cv-00257, Dkt. 76. There have been no other appeals or writ proceedings arising from the LG action.

CIRCUIT RULE 28(j) CERTIFICATION

Pursuant to Circuit Rule 28(j), Petitioners state that the body of this petition is identical—except for record citations and references to Petitioners—to the body of a petition filed this same day by Samsung Electronics Co., Ltd. and Samsung

Electronics America, Inc., who are represented by the same counsel and challenge a materially identical order issued by the same district court.

INTRODUCTION

Venue rules are intended “to allocate suits to the most appropriate or convenient federal forum,” *In re HTC Corp.*, 889 F.3d 1349, 1356 (Fed. Cir. 2018), and to prevent both “the waste of time, energy and money” and “unnecessary inconvenience” to “litigants, witnesses and the public” that arise when litigation is conducted in an inconvenient forum, *Van Dusen v. Barrack*, 376 U.S. 612, 616 (1964). Plaintiffs here concocted a novel scheme that flouts those important public policies and long-established case law by seeking—through various pre-filing maneuvers—to effectively confine their suit to their chosen district no matter how inconvenient that forum is. The district court denied Petitioners’ motion to transfer on two alternative grounds, both of which turned, either completely or in part, on Plaintiffs’ pre-filing maneuvering. This Court should issue a writ of mandamus to correct those errors and require this case to be transferred.

Plaintiffs seek nationwide damages for alleged infringement of four patents. Until 11 days before this suit was filed, the sole owner of the asserted patents, Ikorongo Technology, had full rights to assert the patents anywhere in the country, and could have sued Petitioners in the Northern District of California (“NDCA”). But Ikorongo Technology then assigned to Ikorongo Texas—a related entity created approximately one month before suit was filed—the exclusive rights to the

asserted patents in carefully chosen geographic locations: all but one county in each of the Eastern District of Texas (“EDTX”) and Western District of Texas (“WDTX”). Ikorongo Texas then filed suit in the WDTX, and Ikorongo Technology was added as a co-plaintiff in an Amended Complaint the next day.

This suit, however, has no meaningful connection to the WDTX; not a single relevant document or witness is located there. The vast majority of both are instead located in the NDCA, where most of the allegedly infringing technology was developed. When Petitioners moved under 28 U.S.C. § 1404(a) to transfer the suit to the NDCA, Plaintiffs argued that their pre-filing maneuvers categorically defeated that motion. In patent infringement actions, proper venue under 28 U.S.C. § 1400(b) turns on, among other things, “where the defendant has committed acts of infringement.” According to Plaintiffs, because their “Texas” entity had rights to the asserted patents only in specified parts of Texas, any “acts of infringement” *as to that entity* could have occurred *only* in those carefully chosen districts in Texas. The district court accepted that argument and held that Petitioners could not show that the suit “might have been brought” in the NDCA by Ikorongo Texas as § 1404(a) requires.

That ruling was incorrect and will have far-reaching consequences if not reversed. Plaintiffs’ pre-filing contractual maneuvers had no plausible purpose except to defeat transfer under § 1404(a) and confine this suit to their chosen

venue. This Court and the Supreme Court have repeatedly rejected similar efforts to manipulate venue rules. And although Plaintiffs' effort here appears to be novel, it provides a roadmap for other plaintiffs to file suits for nationwide damages in a preferred forum while effectively foreclosing the possibility of a transfer to more convenient locations: Just create a related entity, assign strategically chosen geographic patent rights to that entity, have that entity sue first, and then join the original entity in the same suit. The district court's rationale overlooks that § 1400(b) is intended to protect *defendants* from suit in inconvenient forums, not provide plaintiffs an artificial hook to limit the jurisdictions to which their suit might be transferred. There is no reason to read § 1400(b)'s focus on "where the defendant has committed acts of infringement" to turn on the type of pre-filing contractual maneuvering that Plaintiffs engaged in here.

The district court alternatively ruled that transfer was not warranted even if the suit could have been brought in the NDCA. That ruling was a clear abuse of discretion and was impacted in multiple respects by Plaintiffs' improper pre-filing maneuvering. The relevant documents and majority of potential third-party witnesses are located in the NDCA, where the allegedly infringing applications were developed. No documents and no relevant witnesses are located in the WDTX. The district court nevertheless minimized the importance of those crucial

factors and relied exclusively on its belief that judicial economy would be promoted by retaining this case in the WDTX because Plaintiffs filed other suits involving the same patent family in the WDTX. Especially because those suits were part and parcel of Plaintiffs' improper scheme to defeat a transfer motion, that consideration cannot outweigh the undisputed evidence showing that the NDCA is clearly a more convenient forum for the parties and witnesses.

RELIEF SOUGHT

Petitioners respectfully petition for a writ of mandamus directing the district court to vacate its March 1, 2021 order denying transfer of this action and to transfer this action to the NDCA.

ISSUES PRESENTED

1. Whether the district court erred by holding that Plaintiffs' pre-filing assignment of geographically limited patent rights to a newly minted related entity precluded transfer regardless of the convenience of parties and witnesses.
2. Whether the district court clearly abused its discretion by denying Petitioners' motion to transfer where the most important factors—sources of proof, the availability of compulsory process, and the convenience of witnesses—clearly favor the NDCA, and the only record-supported reasons weighing against transfer are speculation about court congestion and the fact that Plaintiffs filed similar suits against other defendants in the WDTX.

STATEMENT OF FACTS

I. The Parties And Plaintiffs' Claims

Petitioners are LG Electronics Inc. (“LGEKR”) and LG Electronics U.S.A., Inc. (“LGEUS”). LGEKR is a Korean-chartered corporation with its principal place of business in Korea. Appx119 ¶6. LGEKR designed, engineered, and manufactured the accused LG devices outside the United States and does not have offices in the United States. Appx119 ¶6; Appx121 ¶14.

LGEUS is a corporation founded under the laws of Delaware with its principal place of business in Englewood Cliffs, New Jersey. Appx119 ¶7. LGEUS has offices in Santa Clara and San Francisco in the NDCA, where it has about 120 employees. Appx120 ¶16.

Plaintiffs are Ikorongo Texas and Ikorongo Technology. Both have the same address in Chapel Hill, North Carolina. Appx26 ¶¶1-2. Neither entity appears to conduct any non-litigation business in Texas.

II. The Asserted Patents, Accused Applications, And Relevant Third Parties

Plaintiffs allege that Petitioners’ smartphones and tablets infringe four patents—U.S. Patent Nos. RE41,450; RE45,543; RE47,704; and 8,874,554 (collectively, the “Asserted Patents”). The three reissue patents are directed to users sharing geographic location data with a group of other users using mobile devices. Appx30 ¶21; Appx32 ¶31; Appx34 ¶41; Appx64-68 ¶¶2.a, 3.a, 4.a. The

'554 patent is directed to providing location-based media recommendations.

Appx36 ¶51; Appx62-63 ¶1.a.

Plaintiffs' infringement contentions are directed at functionality found in the Google Maps, Google+, Google Play Music, YouTube Music, and AT&T Secure Family applications (collectively, the "Accused Applications") running on products sold by Petitioners. Appx62; Appx64-65; Appx67.

No employees of any LG entity control the design and development of any features of the Accused Applications. Appx120 ¶8. Instead, the Accused Applications were developed by third parties. Third-party Google LLC is a Delaware limited liability company with its principal place of business in Mountain View in the NDCA. Appx123 ¶2. Google's Mountain View headquarters and nearby offices in the NDCA are the strategic center of Google's business. *Id.* Google's employees knowledgeable about the accused Google Maps and Google+ features are based in the NDCA. Appx124-125 ¶¶4-8. The teams who worked on location-sharing for Google Maps, Android location infrastructure, and the accused Google+ features are all located in Mountain View. Appx124-125 ¶¶5, 7-8. Google is unaware of any employees located in the WDTX who have worked on the accused Google Maps and Google+ functionality. Appx124-125 ¶¶5, 8. Google's employees knowledgeable about the accused Google Play Music

and YouTube Music features are located primarily in New York City, with team members also located in Seattle and Mountain View. Appx125-126 ¶¶9-10.

The remaining Accused Application, AT&T Secure Family, was researched, designed, and developed by a team of 30 engineers at third-party Location Labs at its headquarters in Emeryville, California within the NDCA. Appx84-103; Appx105-106; Appx108-110; Appx180-185. Location Labs was later acquired by Avast Software s.r.o. (“Avast”). Appx108-110. Avast currently has four U.S. offices, two of which (the Silicon Valley and Emeryville offices) are in NDCA. Appx112-115. Avast does not have any offices in Texas. *Id.* Although AT&T is headquartered in Dallas, Texas, it did not develop Secure Family.

III. Procedural Background

A. Plaintiffs’ Pre-Filing Maneuvers

Ikorongo Texas initiated this suit on March 31, 2020, alleging infringement of the Asserted Patents. Appx13. Ikorongo never served that complaint on Petitioners. Appx4. The next day, Ikorongo Technology was added as a co-plaintiff in an amended complaint. Appx26. On those same days, in the same sequence, Plaintiffs filed three similar suits against other defendants in the WDTX alleging infringement of some or all of the Asserted Patents. *See supra* at ix-x (statement of related cases). They did the same in a similar suit against Uber six months later. *Id.*

Plaintiffs allege that Ikorongo Texas owns exclusive rights to the Asserted Patents, including the rights to sue for infringement and collect damages, but only in “a specified part of the United States ... that includes specific counties within the” WDTX. Appx28 ¶10. Plaintiffs allege that Ikorongo Technology owns the exclusive rights to the Asserted Patents everywhere else, which includes “at least one county within the” WDTX. Appx28 ¶11. The Amended Complaint seeks nationwide damages. Appx28 ¶12; Appx38.

The record developed in litigating Petitioners’ motion to transfer paints a fuller picture of Plaintiffs’ efforts to manipulate their corporate structure in an effort to anchor the cases in the WDTX. Until one month before this suit was filed, Ikorongo Texas did not exist and Ikorongo Technology owned the exclusive, geographically unlimited rights to the Asserted Patents. Appx151. Approximately one month before the suit was filed, Ikorongo Texas was formed. Appx117. Then, on March 20, 2020—just 11 days before the suit was filed—Ikorongo Technology assigned to Ikorongo Texas, through various individuals, the geographically limited rights described above. Appx148-171. Ikorongo Technology retained exclusive rights to the Asserted Patents in the rest of the country, including one county in each of the WDTX and the EDTX. Appx28 ¶11; Appx159.

The same person—Hugh Svendsen—signed the relevant assignment documents on behalf of both Plaintiffs. He signed the initial transfer from

Ikorongo Technology, as its manager, to various individuals. Appx153. And he signed the later assignment from those various individuals to Ikorongo Texas as its manager. Appx165. Both entities share the same North Carolina address. Appx26 ¶¶1, 2.

B. Petitioners’ Motion To Transfer And The District Court’s Ruling

On September 11, 2020, Petitioners moved to transfer this suit to the NDCA under 28 U.S.C. § 1404(a). Petitioners emphasized, among other things, that every relevant document is accessible from and many potential witnesses are located in the NDCA, while no relevant documents or witnesses are located in the WDTX.

In opposing Petitioners’ motion, Plaintiffs made a novel argument: transfer was impossible because Ikorongo Texas’s carefully circumscribed geographic rights in the Asserted Patents meant Petitioners committed no “acts of infringement” in the NDCA *as to that entity* under § 1400(b), as required for transfer under § 1404(a). Appx135. In reply, Petitioners countered on multiple grounds, including that if this pre-filing maneuvering prevented transfer “regardless of convenience,” any patent holder could defeat the purpose of § 1404(a) simply by “incorporating a new company and assigning to that company the right to sue only in a particular district.” Appx174. The district court agreed with Plaintiffs’ argument, however, holding that Ikorongo Texas could not have

sued in the NDCA because “acts of infringement as to Ikorongo Texas” under § 1400(b) could occur only in the WDTX or the EDTX. Appx190.

The court also held that transfer was unwarranted under § 1404(a) “even assuming” Petitioners had “met the threshold issue as to Ikorongo Texas.”

Appx191. As detailed *infra* Part III, the district court discounted the importance of the many witnesses in the NDCA and relied heavily on (1) its estimation that its time-to-trial would be faster than in the NDCA and (2) the fact that the defendant in one of the simultaneously filed suits involving only a subset of the Asserted Patents and different accused products had withdrawn its motion to transfer. Appx191-198.

STATEMENT OF REASONS WHY THE WRIT SHOULD ISSUE

The district court erred by allowing Plaintiffs to defeat Petitioners’ transfer motion by strategically dividing geographic rights to the Asserted Patents. This Court and the Supreme Court have long warned against artificial venue manipulation, and such manipulation contravenes the purpose of §§ 1400(b) and 1404(a). If this Court does not intervene, others will surely imitate Plaintiffs’ tactic, which will only further undermine those statutes. The district court also clearly abused its discretion in its alternative ruling finding that the balance of convenience factors did not warrant transfer. A writ of mandamus is warranted.

I. Governing Legal Standards

Fifth Circuit law applies to this Court’s review of § 1404(a) rulings. *In re TS Tech USA Corp.*, 551 F.3d 1315, 1319 (Fed. Cir. 2008). Under Fifth Circuit law, a petitioner seeking mandamus relief must (1) show a “clear and indisputable” right to the writ; (2) have “no other adequate means to attain the relief he desires”; and (3) demonstrate that “the writ is appropriate under the circumstances.” *In re Volkswagen of Am., Inc.*, 545 F.3d 304, 311 (5th Cir. 2008) (en banc) (citation omitted). This Court has repeatedly recognized that, under Fifth Circuit law, mandamus is appropriate to correct transfer denials that are “clear abuses of discretion.” *In re Toyota Motor Corp.*, 747 F.3d 1338, 1339 (Fed. Cir. 2014) (collecting cases).

The § 1404(a) analysis proceeds in two steps. First, the court asks whether the “action ‘might have been brought’ in the destination venue.” *In re Volkswagen*, 545 F.3d at 312 (quoting 28 U.S.C. § 1404(a)). A patent infringement case may be brought in “the judicial district where the defendant resides, or where the defendant has committed acts of infringement and has a regular and established place of business.” 28 U.S.C. § 1400(b). Second, a court must assess whether transfer is warranted based on a number of factors concerning “the convenience of parties and witnesses” and “the proper administration of justice.” *In re Microsoft Corp.*, 630 F.3d 1361, 1363 (Fed. Cir. 2011).

II. This Action Could Have Been Brought In The Northern District Of California Under § 1400(b)

The district court's holding that Petitioners could not show the action "might have been brought" in the NDCA turned entirely on Ikorongo Texas's strategically limited geographic rights to the Asserted Patents. Appx190. Under a long line of precedent examining similar pre-filing attempts to manipulate venue, the district court should have disregarded Plaintiffs' pre-filing maneuvering and treated this action as what it is: a nationwide suit for infringement of the Asserted Patents. Moreover, even if Plaintiffs' pre-filing maneuvering is not ignored, the district court also erred in interpreting § 1400(b) to turn on a plaintiff's contractual rights rather than a plain reading of where "the defendant [allegedly] has committed acts of infringement" as the statute requires.

A. This Court And The Supreme Court Have Repeatedly Rejected Attempts By Plaintiffs To Manipulate Venue And Jurisdiction

In *Van Dusen v. Barrack*, 376 U.S. 612 (1964), the Supreme Court held that § 1404(a) "should be construed to prevent parties who are opposed to a change of venue from defeating a transfer which, but for their own deliberate acts or omissions, would be proper, convenient and just." *Id.* at 625. Crediting Plaintiffs' pre-filing maneuvering in this case contravenes that principle. And although Plaintiffs' specific scheme here appears to be novel, this Court and the Supreme

Court have repeatedly rejected similar efforts to manipulate venue and jurisdictional laws.

For example, in *In re Microsoft*, the plaintiff had opened an office in the EDTX that “staffed no employees,” transferred documents to that in-district office, and reincorporated under the laws of Texas sixteen days before filing suit. 630 F.3d at 1364-65. The plaintiff then cited those connections to its preferred district in opposing transfer, and the district court credited those maneuvers “without scrutiny.” *Id.* at 1364.

This Court disagreed and issued a writ ordering transfer, explaining that the “Supreme Court has long urged courts to ensure that the purposes of jurisdictional and venue laws are not frustrated by a party’s attempt at manipulation.” *Id.* The Court therefore concluded that it need not “honor” the connections that plaintiff made to its preferred forum “in anticipation of litigation and for the likely purpose of making that forum appear convenient.” *Id.* As the Court put it, those steps “were recent, ephemeral, and a construct for litigation and appeared to exist for no other purpose than to manipulate venue.” *Id.* at 1365.

Similarly, in *In re Zimmer Holdings Inc.*, 609 F.3d 1378 (Fed. Cir. 2010), the plaintiff claimed that the EDTX was its “principal place of business.” *Id.* at 1381. But this Court looked to “the realities” of the case—that the claimed location was essentially empty “office space” shared with the plaintiff’s lawyer’s

other clients—and concluded that “the plaintiff is attempting to game the system by artificially seeking to establish venue[.]” *Id.* And in *In re Hoffmann-La Roche Inc.*, 587 F.3d 1333 (Fed. Cir. 2009), the plaintiff transferred 75,000 pages of documents relevant to the suit to its chosen district “in anticipation of litigation.” *Id.* at 1336. This Court again concluded that the “assertion that these documents are ‘Texas’ documents is a fiction which appears to ... have been created to manipulate the propriety of venue.” *Id.* at 1336-37. In both cases, this Court granted writs directing transfer.

Those decisions are supported by broader jurisprudence condemning manipulation of venue and jurisdictional rules. Both *In re Microsoft* and *In re Zimmer Holdings* drew on *Hertz Corp. v. Friend*, 559 U.S. 77 (2010), which cautioned against efforts to manipulate diversity of citizenship jurisdiction. The Supreme Court instructed courts to disregard a corporation’s claimed “principal place of business” when assessing diversity of citizenship under 28 U.S.C. § 1332(c)(1) “if the record reveals attempts at manipulation—for example, that the alleged [principal place of business] is nothing more than a mail drop box, a bare office with a computer, or the location of an annual executive retreat.” *Id.* at 97.

In re Microsoft also relied on *Miller & Lux, Inc. v. East Side Canal & Irrigation Co.*, 211 U.S. 293 (1908), and *Lehigh Min. & Mfg. Co. v. Kelly*, 160 U.S. 327 (1895), in which the “Supreme Court held that a corporation could not

create federal diversity jurisdiction by merely assigning its claim to an otherwise fictitious subsidiary for just that purpose” or by transferring property to a related entity. *In re Microsoft*, 630 F.3d at 1364. In both cases a party attempted to create diversity jurisdiction by assigning rights to a related entity. But in both cases the Supreme Court disregarded the effort because it was “only a device” to manipulate jurisdiction. *Miller*, 211 U.S. at 303.

This Court has also rejected efforts to manipulate personal jurisdiction rules. In *Dainippon Screen Mfg. Co. v. CFMT, Inc.*, 142 F.3d 1266 (Fed. Cir. 1998), a parent corporation that sold products throughout the country and thus could be subject to personal jurisdiction in many jurisdictions assigned its patent rights to a “holding company” and then licensed the patents back to itself. The goal was to allow the parent company to “threaten its competitors with infringement” suits but then argue in any declaratory judgment action seeking to invalidate the patents that the holding company was a necessary party and was subject to personal jurisdiction only in its state of incorporation. *Id.* at 1271. This Court gave the plaintiff a “‘chutzpah’ award” and deemed the holding company subject to personal jurisdiction elsewhere. *Id.*

In short, this Court and the Supreme Court have consistently rejected a range of creative attempts by plaintiffs to manipulate venue and jurisdictional rules in anticipation of litigation.

B. Under Those Established Principles, Plaintiffs’ Maneuvers Should Be Disregarded

Those settled principles require ignoring Plaintiffs’ blatant attempt to manipulate the applicable venue rules and effectively confine their suit to the WDTX, no matter how inconvenient that forum is for Petitioners and third parties. As in the foregoing cases, Plaintiffs plainly took every step of their pre-filing efforts in anticipation of opposing transfer on the basis the district court allowed.

As detailed *supra* at 7-9, one month before this suit was filed, Ikorongo Technology formed Ikorongo Texas, an “otherwise fictitious subsidiary.” And just 11 days before the suit was filed, Ikorongo Technology assigned to Ikorongo Texas carefully curated geographic rights to the Asserted Patents, i.e., exclusive rights in some, but not all, counties within the WDTX and EDTX. The same manager even signed the requisite assignments on behalf of both entities, and the entities share the same North Carolina address. Ikorongo Texas then filed this suit and three others in the WDTX, but did not even bother to serve Petitioners with that complaint. Ikorongo Technology joined the suits via an Amended Complaint the very next day. *See supra* at ix-x, 7-8 (collecting record citations).

This is exactly the type of tactic the Supreme Court warned against in *Van Dusen*, and that this Court has accordingly disregarded as improper “attempt[s] at manipulation” “made in anticipation of litigation.” *In re Microsoft*, 630 F.3d at 1364; *see supra* Part II.A. There is no basis to conclude Ikorongo

Texas was created and given these specified geographic rights for any purpose except specifically in anticipation of opposing Petitioners’ transfer motion from Texas to a more convenient forum. *In re Microsoft*, 630 F.3d at 1364.

This Court therefore need not “honor” Plaintiffs’ strategic maneuvers. *Id.* Instead, the Court should treat this case as what it is: a suit for nationwide damages for alleged infringement of the Asserted Patents by the owners of those patents. That suit plainly “might have been brought” in the NDCA as § 1404(a) requires. LGEKR is subject to suit in any judicial district under the alien-venue rule of § 1391(c)(3). *See In re HTC Corp.*, 889 F.3d 1349 (Fed. Cir. 2018). As for LGEUS, neither Plaintiffs nor the district court doubted that Ikorongo Technology—which owned the complete and exclusive rights to the Asserted Patents until 11 days before this suit was initiated—could have brought suit in the NDCA because “acts of infringement” *as to its rights* occurred in that district and LGEUS has offices there. Appx189 n.1.

C. The District Court’s Ruling Would Lead To Results Contrary To The Purposes Of The Venue Statutes

The district court’s contrary approach will encourage copycat efforts and lead to problematic results. Using Plaintiffs’ scheme, any patent holder could preemptively defeat a § 1404(a) motion by merely incorporating a new company and assigning to that new company rights to the patent only in a portion of a particular judicial district, and first suing with that new company. The original

patent holder could then join that same action and, together with the new company, seek nationwide damages. The prospect for transfer out of the chosen district would be all but foreclosed, even if another district is plainly more convenient. That is precisely what Ikorongo Technology accomplished here.

The district court identified one theoretically possible way to defeat Plaintiffs' scheme: § 1400(b) provides for venue where an entity resides, so a domestic corporate defendant could move to transfer to its state of incorporation. *TC Heartland LLC v. Kraft Foods Grp. Brands LLC*, 137 S. Ct. 1514 (2017); Appx190-191. But where an entity is incorporated (e.g., Delaware) bears no necessary relation (and frequently no relation at all) to the district that would be most convenient under the "individualized, case-by-case consideration of convenience and fairness" inquiry that § 1404(a) requires. *In re Genentech, Inc.*, 566 F.3d 1338, 1346 (Fed. Cir. 2009) (quoting *Van Dusen*, 376 U.S. at 622). In most cases, Plaintiffs' scheme will allow a patent holder to sue a domestic entity for nationwide damages in the patent holder's chosen forum and leave the defendant with no recourse under § 1404(a). Allowing plaintiffs to arbitrarily confine a suit for nationwide damages to this extent is contrary to the recognized purpose of § 1404(a): to "prevent the waste of time, energy, and money and to protect litigants, witnesses and the public against unnecessary inconvenience and expense" that results "when defendants are forced to expend resources litigating

substantive matters in an inconvenient venue.” *In re Google Inc.*, 2015 WL 5294800, at *1 (Fed. Cir. July 16, 2015) (quoting *Van Dusen*, 376 U.S. at 616 (internal quotation marks omitted)).

D. “Where the Defendant Has Committed Acts of Infringement” Under 28 U.S.C. § 1400(b) Focuses On Where the Defendant’s Conduct Occurred

Even if the Court does not conclude that Ikorongo Texas and its geographically limited rights should be disregarded entirely, the district court was still incorrect to conclude that Ikorongo Texas could not have brought its suit in the NDCA.

As noted, Ikorongo Texas could have sued LGEKR in the NDCA because foreign defendants may be sued in any district. 28 U.S.C. § 1391(c)(3). As for LGEUS, 28 U.S.C. § 1400(b) provides that an “action for patent infringement may be brought ... where the defendant has committed acts of infringement and has a regular and established place of business.” LGEUS has offices in the NDCA and is accused of committing “acts of infringement” in that district because it has allegedly been “selling” and “offering for sale” the accused products throughout the country. Appx30 ¶21; Appx32 ¶31; Appx34 ¶41; Appx36 ¶51.

The district court was not persuaded by that straightforward analysis, reasoning that Petitioners could not show that they are alleged to have committed any “acts of infringement *as to Ikorongo Texas*” in the NDCA. Appx190.

Infringement of Ikorongo Texas’s contractually defined right in the patents, the court posited, “could have only occurred” within specified regions of Texas. *Id.*

Although this Court has never addressed that issue, the district court was wrong as a matter of law to conclude that Plaintiffs’ contractual arrangements limit where venue is proper in this case under § 1400(b).

The statute says simply that venue is proper where “*the defendant has committed* acts of infringement.” 28 U.S.C. § 1400(b) (emphasis added). The statute does not say that venue is proper only where “acts of infringement *as to each plaintiff*” occurred. Again, both Petitioners are alleged to have infringed the Asserted Patents nationwide, including in the NDCA, and nothing in the text of the statute suggests that Plaintiffs’ peculiar contracts with each other should have any relevance to the analysis.

The statute’s purpose also undermines the district court’s conclusion. Venue rules are meant to protect *defendants*. *See, e.g., In re Cray Inc.*, 871 F.3d 1355 (Fed. Cir. 2017) (explaining that § 1400(b) “was a restrictive measure, limiting a prior, broader venue” rule). That purpose is inconsistent with a reading that would allow a plaintiff to artificially limit the districts to which a suit may be transferred merely by artificially limiting its own rights. *See Van Dusen*, 376 U.S. at 621 (citing the purposes of § 1404(a) and declining to read phrase “might have been brought” in a way that “would grant personal representatives bringing wrongful-

death actions the power unilaterally to reduce the number of permissible federal forums simply by refraining from qualifying as representatives in States other than the one in which they wished to litigate”); *Atl. Marine Constr. Co. v. U.S. Dist. Court for W. Dist. of Tex.*, 571 U.S. 49 (2013) (holding contractual forum-selection clause does not render forum improper if it is otherwise proper under federal venue laws).

Focusing on the *defendant’s* contacts with the proposed forum also conforms to this Court’s precedent under §§ 1400(b) and 1404(a). For example, *In re Genentech, Inc.*, 566 F.3d 1338 (Fed. Cir. 2009), held it was clear error for a district court to conclude that the transferee forum’s lack of jurisdiction over a plaintiff heavily disfavored transfer. *Id.* at 1346. This Court explained that “[t]here is no requirement under § 1404(a) that a transferee court have jurisdiction over the plaintiff or that there be sufficient minimum contacts with the plaintiff; there is only a requirement that the transferee court have jurisdiction over the defendants in the transferred complaint.” *Id.* The patent venue rules focus on a *defendant’s* activities in the forum; they do not turn on anything about the plaintiffs.

Finally, the practical reality of this case bears repeating. Although Plaintiffs argued below—without support—that their artifice of filing an initial complaint with just Ikorongo Texas the day before filing an Amended Complaint with both

entities should affect the analysis, the Amended Complaint is the operative complaint. *See, e.g., Eason v. Holt*, 73 F.3d 600, 603 (5th Cir. 1996) (“[T]he amended complaint ... supersede[s] the original complaint under the well-settled law of this circuit.”); Fed. R. Civ. P. 15(c). And that complaint seeks nationwide damages on behalf of two entities that together own the entire rights to the Asserted Patents. Furthermore, it is undisputed that Ikorongo Technology could have sued Petitioners in the NDCA and even Ikorongo Texas could have sued LGEKR in the NDCA under the alien-venue rule of § 1391(c)(3). Section 1400(b) governs where the “action” may be brought. Even if infringement in the NDCA does not technically infringe Ikorongo Texas’s carefully limited rights, Petitioners are alleged in this “action” to have committed “acts of infringement” in the NDCA within the meaning of § 1400(b).

III. The Private and Public Interest Factors Clearly Weigh In Favor of Transfer

This Court should also overrule the district court’s convenience analysis and order that the case be transferred to the NDCA. In cases arising from the Fifth Circuit, this Court “has granted writs of mandamus to correct denials of transfer that were clear abuses of discretion under governing legal standards.” *In re Toyota*, 747 F.3d at 1339. This is such a case.

“The determination of ‘convenience’ turns on a number of public and private interest factors, none of which can be said to be of dispositive weight.” *Action*

Indus., Inc. v. U.S. Fid. & Guar. Co., 358 F.3d 337, 340 (5th Cir. 2004). The private factors include: “(1) the relative ease of access to sources of proof; (2) the availability of compulsory process to secure the attendance of witnesses; (3) the cost of attendance for willing witnesses; and (4) all other practical problems that make trial of a case easy, expeditious and inexpensive.” *In re Volkswagen*, 545 F.3d at 315 (quotation omitted). The public factors include: “(1) the administrative difficulties flowing from court congestion; (2) the local interest in having localized interests decided at home; (3) the familiarity of the forum with the law that will govern the case; and (4) the avoidance of unnecessary problems of conflict of laws of the application of foreign law.” *Id.*

The district court clearly abused its discretion in weighing those factors here. There are no relevant documents or witnesses in the WDTX, and many of both are in the NDCA. The district court made clearly erroneous factual findings and legal errors in discounting the witness-related factors, which under governing law are the driving force in the transfer analysis. The only factors the district court identified as disfavoring transfer—“practical problems” and “administrative difficulties”—are secondary, and in any event they do not weigh against transfer here.

A. The Private Interest Factors Favor Transfer

1. Sources of proof are more readily accessible in the NDCA than the WDTX.

Ease of access to sources of proof is a “meaningful factor” in the convenience analysis. *In re Volkswagen*, 545 F.3d at 316. Here, nearly all documents related to the development or operation of the Google Accused Applications, including the source code, and technical documents related to the accused AT&T Secure Family application are either physically present in or electronically accessible from the NDCA. Appx124-125 ¶¶4-8; Appx180-185. Ikorongo has not identified any documents or evidence located in the WDTX. The district court properly found that this factor “tilts” toward transfer, but noted its disagreement with Fifth Circuit precedent requiring it to consider the location of documents. Appx194 & n.2.

2. Compulsory process for relevant witnesses is available in the NDCA, not the WDTX.

Petitioners identified more than a dozen potential third-party witnesses in the NDCA that have knowledge of material facts relevant to this litigation—in particular, the Google engineers who developed the accused functionality in Google Maps and Google Plus and the Avast engineers who developed the accused AT&T Secure Family application. Appx124-126 ¶¶5, 8, 10; Appx180-185. Moreover, named inventors of two of the Asserted Patents live in the NDCA. Appx57-58 ¶8. These potential third-party witnesses are subject to compulsory

process in the NDCA. By contrast, Plaintiffs did not identify a single relevant third-party witness in the WDTX. Plaintiffs pointed to unnamed “end users” of LG phones, but such users are present in every judicial district. Appx194-195. The district court—appropriately—did not rely on those end users in its analysis. *Id.* The factor thus weighs heavily in favor of transfer.

Nevertheless, the district court concluded this factor was “neutral.” Appx195. That conclusion was based on two clear legal errors. First, the district court discounted the location of third-party engineers not within the WDTX’s subpoena power by stating that it had “previously held that certain third parties with locations within this District and their employees do fall within the Court’s subpoena power.” Appx195. That assertion—that the WDTX court has the power to subpoena a third party in the NDCA because her employer has an office in the WDTX—is clearly incorrect. Federal Rule of Civil Procedure 45(c) speaks in terms of where a *person* is located, not all the locations of his or her employer. *See* Fed. R. Civ. P. 45 (“within 100 miles of where the person resides, is employed, or regularly transacts business in person”).

Second, the district court put the burden on Petitioners to show that the potential third-party witnesses were in fact “unwilling to testify.” Appx195. Neither the Fifth Circuit nor this Court has imposed an affirmative obligation on movants to show that potential third-party witnesses are *in fact* unwilling to testify.

Instead, this Court, applying Fifth Circuit law, has presumed unwillingness and held that this “factor will weigh heavily in favor of transfer when more third-party witnesses reside within the transferee venue than reside in the transferor venue”—full stop. *In re Apple Inc.*, 581 F. App’x 886, 889 (Fed. Cir. 2014). That approach makes sense: any showing that a potential third-party witness would be *unwilling* to attend a *future* trial is inherently speculative and would require time-consuming consultation with each individual potential witness before a transfer motion could be filed. That is contrary to the principle that “[p]arties seeking a change of venue should act with reasonable promptness.” *Peteet v. Dow Chem. Co.*, 868 F.2d 1428, 1436 (5th Cir. 1989) (internal quotations omitted). The factor, after all, is the “*availability* of compulsory process,” *In re Volkswagen*, 545 F.3d at 316 (emphasis added), and it is the *availability* of subpoena power that guards against the possibility that third-party witnesses will be unwilling. Given the number of NDCA third-party witnesses who will potentially testify, this factor clearly weighs heavily in favor of transfer.

The district court relied on a Sixth Circuit case for the contrary approach, but even that case held only that absent a showing of unwillingness this factor should not be given “much weight.” *Duha v. Agrium, Inc.*, 448 F.3d 867, 877 (6th Cir. 2006). The district court clearly erred by disregarding the non-party witnesses in the NDCA and deeming this factor “neutral.” Appx195.

3. Many relevant witnesses are in the NDCA; contrary to the district court, none are in the WDTX.

The convenience of witnesses is “probably the single most important factor in a transfer analysis.” *In re Genentech*, 566 F.3d at 1343). This factor also weighs heavily in favor of transfer. As discussed above, Petitioners have identified more than a dozen third-party Google and Avast engineers located in the NDCA who are likely to testify, and Ikorongo has not identified a single likely witness in the WDTX.

The district court nevertheless concluded that this crucial factor “weighs only very slightly in favor of transfer.” Appx197. The district court again clearly erred. Most prominently, the district court stated that “LG has established that Google and Avast would have *few* potential witnesses in this District.” Appx198. In fact, there is no evidence Google and Avast have *any* witnesses in the WDTX; Ikorongo did not even suggest otherwise. The district court also reasoned that although Petitioners identified many potential witnesses in the NDCA, “few party witnesses and even fewer non-party witnesses will likely testify at trial.” *Id.* That assertion was not based on any evidence, and it is particularly inapt in this case because, given the nature of Plaintiffs’ claims, the Google and Avast engineers in the NDCA are the *most* likely to testify. See Appx62-68 ¶¶1.a, 2.a, 3.a, 4.a. Google and Avast engineers in the NDCA designed and developed the Google Maps, Google Plus, and AT&T Secure Family applications at the core of

Ikorongo's infringement allegations. Appx124-126 ¶¶5, 8, 10; Appx180-185.

Moreover, two of the Asserted Patents' inventors, who may also testify at trial, live in the NDCA. Appx57 ¶8.

Finally, the district court stated that the relative food and lodging costs in the two districts and the fact that Ikorongo "expressed a willingness to cover those expenses for non-party witnesses" were "not insignificant" factors weighing against transfer. Appx198. The district court cited no precedent supporting that rationale, and giving weight to the latter fact improperly allows a plaintiff to pay its way toward keeping a case in its preferred venue. Moreover, the "convenience of witnesses" is not purely about dollars and cents: "[w]itnesses not only suffer monetary costs, but also personal costs associated with being away from work, family, and community." *In re Volkswagen*, 545 F.3d at 317; *see In re Apple Inc.*, 979 F.3d 1332, 1342 (Fed. Cir. 2020).

At bottom, the evidence clearly established that there are numerous likely witnesses in NDCA and *zero* in WDTX. The district court's conclusion that this factor weighed "only very slightly" in favor of transfer was an abuse of discretion. *See, e.g., In re Acer Am. Corp.*, 626 F.3d 1252, 1255 (Fed. Cir. 2010) (this factor "clearly favors transfer" where a substantial number of party witnesses and third parties reside in or close to the NDCA, and the number of witnesses in EDTX is "insignificant" in comparison); *In re Genentech*, 566 F.3d at 1344-45 (this factor

weighed “substantially in favor of transfer” where a “substantial number of material witnesses reside within the transferee venue and the state of California, and no witnesses reside in the [EDTX]”).

4. The district court clearly erred by treating co-pending litigation as the dominant factor in the private interest factor analysis.

The district court emphasized that *Bumble*, a defendant in another case that is accused of infringing only two of the four patents asserted here withdrew its transfer motion. The court therefore reasoned that “judicial economy and the possibility of inconsistent rulings ... weigh[] against transfer.” Appx200.

That rationale is improper under this Court’s precedent, which holds that the “mere co-pendency of related suits in a particular district” does not “automatically” tip this factor against transfer. *In re Google*, 2017 WL 977038, at *2 (Fed. Cir. Feb. 23, 2017). Indeed, this Court has ordered transfer in several cases despite co-pending suits involving the patents at issue. *Id.*; *see also, e.g., In re Toyota*, 747 F.3d at 1340-41. This Court has also specifically held that “substantial weight” should not be given to a co-pending suit when the suits, despite involving somewhat overlapping patents, involve different products and defendants. *In re Zimmer Holdings*, 609 F.3d at 1382.

That is the case here. Of the four Asserted Patents, only the ’543 and ’704 Patents are asserted in *Bumble*; the ’450 and ’554 Patents are not. And the subject

matter of the '554 Patent—providing location-specific media recommendations—is quite different from the technology of the '543 and '704 Patents, which relate to sharing a user's location. *See supra* at 5-6. In addition, the Accused Applications in Petitioners' accused products—Google Maps, Google Play, Google Play Music, YouTube Music, and AT&T Secure Family—are very different from the accused Bumble application, a social media dating application. Given these differences, gains in judicial economy by keeping both cases in the WDTX are minimal to non-existent.

The district court failed to assess the degree of relation between this suit and *Bumble*. Instead, it held that because some of the patents overlap, the risk of “potentially inconsistent rulings” weighed against transfer. But that will be true in *any* case where there is another pending case involving at least one patent. The district court's rationale would therefore “automatically tip” this factor against transfer whenever a plaintiff files multiple suits in the same district. *In re Google*, 2017 WL 977038, at *2. Indeed, because this was the *only* factor—apart from court congestion, discussed *infra*—that the court found weighed against transfer, it is clear that the district court accorded almost dispositive weight to this factor. The district court erred by “allowing the co-pending litigation to dominate the analysis” while minimizing the other private interest factors, which, when properly considered, strongly weigh in favor of transfer. *In re Google*, 2017 WL 977038, at

*2; see also *Oyster Optics, LLC v. Coriant Am. Inc.*, 2017 WL 4225202, at *7 (E.D. Tex. Sept. 22, 2017) (ordering transfer despite five co-pending cases and noting “that, while judicial economy may ‘play a significant role’ in a court’s transfer analysis, it may not ‘dominate’ the analysis when other factors of note are present”); *Signal IP, Inc. v. Ford Motor Co.*, 2014 WL 4783537, at *6 (C.D. Cal. Sept. 25, 2014) (similar).

B. The Public Interest Factors Favor Transfer

The parties and the district court agreed that public factors (3) and (4) are neutral. Appx203. Taken together, the other two public factors support transfer.

1. The district court erred in finding the local interest factor neutral.

The district court erroneously found the local interest factor neutral. Appx202. Three of the five Accused Applications were designed and developed in the NDCA—Google Maps, Google Plus, and AT&T Secure Family. Appx124-125 ¶¶4-8; Appx180-185. The district court recognized that the NDCA therefore had a “localized interest” because the suit “calls into question the work and reputation of several individuals residing” in the NDCA. Appx203 (quoting *In re Hoffmann-La Roche*, 587 F.3d at 1338).

On the other side of the ledger, the district court noted only that Ikorongo Texas’s claims “specifically relate to infringement in this District.” Appx203. That rationale not only improperly credits Plaintiffs’ improper pre-filing

maneuvering, but also ignores that the suit as a whole seeks damages for infringement throughout the country. It was a clear abuse of discretion to conclude that the WDTX's interest—which is indistinguishable from the interest of any other district—is equal in weight to the NDCA's local interest. *See In re Acer Am.*, 626 F.3d at 1256 (the “sale of an accused product offered nationwide does not give rise to a substantial interest in any single venue”). As this Court has put it, “if there are significant connections between a particular venue and the events that gave rise to a suit, this factor should be weighed in that venue's favor.” *Id.*; *see also In re Apple*, 979 F.3d at 1345.

2. The district court gave too much weight to the court congestion factor.

Finally, the district court found that court congestion weighs against transfer. It relied on its then-currently scheduled January 2022 trial date, its Order Governing Proceedings, which assertedly indicates a greater efficiency of bringing patent cases to trial in the WDTX as compared to the NDCA, and a finding in a prior case that the WDTX's time-to-trial was then 25% faster than the NDCA's. Appx201-202. This Court has previously rejected that reasoning.

“[A] court's general ability to set a fast-paced schedule is not particularly relevant to this factor.” *In re Apple*, 979 F.3d at 1344. Indeed, “scheduled trial dates are often subject to change.” *Id.* at 1344 n.5. And merely referencing the court's own statement in a prior case of time-to-trial statistics is hardly the type of

record evidence to demonstrate “an appreciable difference” in docket congestion between the forums. *In re Adobe Inc.*, 823 F. App’x 929, 932 (Fed. Cir. 2020). Further, because this factor is “the most speculative,” this Court has squarely held that it “should not alone outweigh all of th[e] other factors.” *In re Genentech*, 566 F.3d at 1347.

C. The NDCA Is Clearly More Convenient Than The WDTX

When the private and public interest factors are properly weighed, the NDCA is clearly more convenient than the WDTX. Four of the factors strongly favor transfer: the convenience and cost of attendance of witnesses, compulsory process, ease of access to sources of proof, and local interests. By contrast, only the judicial efficiency and court congestion factors are neutral or at most weigh slightly against transfer. There is, in short, “a stark contrast in relevance, convenience, and fairness between the two venues,” and a writ directing transfer is appropriate. *In re Hoffmann-La Roche*, 587 F.3d at 1336.

CONCLUSION

The Court should issue a writ of mandamus and direct the district court to transfer the case to the U.S. District Court for the NDCA.

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

1. This petition complies with the type-volume limitation of Federal Rule of Appellate Procedure 21(d)(1). The body of the petition contains 7,639 words, excluding the portions exempted by rule.

2. This brief complies with the typeface requirements of Federal Rule of Appellate Procedure 32(a)(5) and the type style requirements of Federal Rule of Appellate Procedure 32(a)(6). The brief has been prepared in a proportionally spaced typeface using Microsoft® Word and 14-point Times New Roman type.

Dated: April 6, 2021

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PROOF OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Federal Circuit by using the appellate CM/ECF system on April 6, 2021.

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I declare under penalty of perjury under the laws of the United States that
the foregoing is true and correct.

Dated: April 6, 2021

/s/ Bradley N. Garcia

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No. 21-____

**UNITED STATES COURT OF APPEALS FOR THE
FEDERAL CIRCUIT**

IN RE LG ELECTRONICS INC. AND LG ELECTRONICS U.S.A., INC.,
Petitioners

On Petition for a Writ of Mandamus to the
United States District Court for the Western District of Texas,
No. 6:20-cv-00257-ADA
Hon. Alan D. Albright

**NONCONFIDENTIAL APPENDIX TO PETITION FOR WRIT OF
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April 6, 2021

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Dkt. 27-1, filed September 11, 2020	Appx055
Exhibit 1 to Defendants’ Motion to Transfer	
Dkt. 27-2, filed September 11, 2020	Appx061
Exhibit 2 to Defendants’ Motion to Transfer	
Dkt. 27-3, filed September 11, 2020	Appx083
Exhibit 3 to Defendants’ Motion to Transfer	
Dkt. 27-4, filed September 11, 2020	Appx104
Exhibit 4 to Defendants’ Motion to Transfer	
Dkt. 27-5, filed September 11, 2020	Appx107
Exhibit 5 to Defendants’ Motion to Transfer	
Dkt. 27-6, filed September 11, 2020	Appx111
Exhibit 13 to Defendants’ Motion to Transfer	
Dkt. 27-14, filed September 11, 2020	Appx116
Declaration of JuSeong Ryu in Support of Defendants’ Motion to Transfer	
Dkt. 28-1, filed September 11, 2020	
(Filed Under Seal; Contains Confidential Materials)	
Dkt. 27-25, filed September 11, 2020	
(Public Version)	Appx118

Declaration of Daniel S. Friedland in Support of Defendants’ Motion to Transfer
Dkt. 28-2, filed September 11, 2020
(Filed Under Seal; Contains Confidential Materials)
Dkt. 27-26, filed September 11, 2020
(Public Version)Appx123

Plaintiffs’ Response in Opposition to Defendants’ Motion to Transfer Venue and Brief in Support
Dkt. 63, filed January 20, 2021
(Filed Under Seal; Contains Confidential Materials)
Dkt. 57, filed January 5, 2021
(Public Version).....Appx128

Exhibit A to Plaintiffs’ Response in Opposition to Defendants’ Motion to Transfer
Dkt. 57-4, filed January 5, 2021Appx148

Exhibit B to Plaintiffs’ Response in Opposition to Defendants’ Motion to Transfer
Dkt. 57-5, filed January 5, 2021Appx160

Defendants’ Reply in Support of Defendants’ Opposed Motion to Transfer to the Northern District of California Under 28 U.S.C. § 1404(a)
Dkt. 65, filed January 20, 2021
(Filed Under Seal; Contains Confidential Materials)
Dkt. 67, filed January 21, 2021
(Public Version).....Appx172

Exhibit 1 to Defendants’ Reply in Support of Defendants’ Opposed Motion to Transfer to the Northern District of California Under 28 U.S.C. § 1404(a)
Dkt. 65-1, filed January 20, 2021
(Filed Under Seal; Contains Confidential Materials)
Dkt. 67-1, filed January 20, 2021
(Public Version)Appx179

Order Denying Defendants’ Motion to Transfer
Dkt. 76, filed March 1, 2021Appx186

CONFIDENTIAL MATERIAL OMITTED

The material omitted from the Nonconfidential Appendix includes confidential information relating to business practices and other commercially sensitive information of Petitioners and Plaintiffs. That material is subject to the district court's protective order in its Order Governing Proceedings – Patent Case Version 3.2 (No. 6:20-cv-00257, Dkt. 40)¹ and was redacted from public filings in the district court. For material that is part of the record and had a sealed and a public version of a document, the Confidential Appendix includes the sealed version and the Nonconfidential Appendix includes the public version. In the Confidential Appendix, confidential material is highlighted in yellow, which corresponds to the redacted portions of the public versions.

¹ *See also* Order Governing Proceedings – Patent Case, Version 3.3 (W.D. Tex. Feb. 23, 2021), <https://www.txwd.uscourts.gov/wp-content/uploads/Standing%20Orders/Waco/Albright/Order%20Governing%20Proceedings%20-%20Patent%20Cases%20022321.pdf>.

**U.S. District Court [LIVE]
Western District of Texas (Waco)
CIVIL DOCKET FOR CASE #: 6:20-cv-00257-ADA**

Ikorongo Texas LLC v. LG Electronics Inc. et al
Assigned to: Judge Alan D Albright
Cause: 35:271 Patent Infringement

Date Filed: 03/31/2020
Jury Demand: Plaintiff
Nature of Suit: 830 Patent
Jurisdiction: Federal Question

Plaintiff

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V.

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Defendant

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Date Filed	#	Docket Text
03/24/2020	<u>5</u>	STANDING ORDER from U.S. District Judge Alan D. Albright regarding scheduled civil hearings. Signed by Judge Alan D Albright. (Attachments: # <u>1</u> Amended Order from Chief Judge Garcia re COVID19, # <u>2</u> Order from Chief Judge Garcia re COVID19)(mc5) (Entered: 04/01/2020)
03/31/2020	<u>1</u>	COMPLAINT for Patent Infringement (Filing fee \$ 400 receipt number 0542-13409150). No Summons requested at this time, filed by Ikorongo Texas LLC. (Attachments: # <u>1</u> Civil Cover Sheet, # <u>2</u> Exhibit A, # <u>3</u> Exhibit B, # <u>4</u> Exhibit C, # <u>5</u> Exhibit D, # <u>6</u> Exhibit E, # <u>7</u> Exhibit F, # <u>8</u> Exhibit G, # <u>9</u> Exhibit H, # <u>10</u> Exhibit I)(Gilliland, Derek) (Entered: 03/31/2020)
04/01/2020	<u>2</u>	AMENDED COMPLAINT for Patent Infringement against All Defendants amending, filed by Ikorongo Texas LLC, Ikorongo Technology LLC. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H, # <u>9</u> Exhibit I)(Gilliland, Derek) (Entered: 04/01/2020)
04/01/2020	<u>3</u>	Notice of Filing of Patent/Trademark Form (AO 120). AO 120 forwarded to the Director of the U.S. Patent and Trademark Office. (Gilliland, Derek) (Entered: 04/01/2020)
04/01/2020		Case assigned to Judge Alan D Albright. CM WILL NOW REFLECT THE JUDGE INITIALS AS PART OF THE CASE NUMBER. PLEASE APPEND THESE JUDGE INITIALS TO THE CASE NUMBER ON EACH DOCUMENT THAT YOU FILE IN THIS CASE. (am) (Entered: 04/01/2020)
04/01/2020	<u>4</u>	AMENDED Notice of Filing of Patent/Trademark Form (AO 120). AO 120 forwarded to the Director of the U.S. Patent and Trademark Office. (Gilliland, Derek) (Entered: 04/01/2020)
04/01/2020	<u>6</u>	NOTICE of Attorney Appearance by Karl Anthony Rupp on behalf of Ikorongo Technology LLC, Ikorongo Texas LLC (Rupp, Karl) (Entered: 04/01/2020)
04/02/2020	<u>7</u>	REQUEST FOR ISSUANCE OF SUMMONS by Ikorongo Technology LLC, Ikorongo Texas LLC. to LG Electronics U.S.A., Inc. (Gilliland, Derek) (Entered: 04/02/2020)
04/02/2020	<u>8</u>	Summons Issued as to LG Electronics U.S.A., Inc. (lad) (Entered: 04/02/2020)
04/08/2020	<u>9</u>	SUMMONS Returned Executed by Ikorongo Technology LLC, Ikorongo Texas LLC. LG Electronics U.S.A., Inc. served on 4/3/2020, answer due 4/24/2020. (Rupp, Karl) (Entered: 04/08/2020)
04/16/2020	<u>10</u>	RULE 7 DISCLOSURE STATEMENT filed by Ikorongo Technology LLC, Ikorongo Texas LLC. (Gilliland, Derek) (Entered: 04/16/2020)
04/21/2020	<u>11</u>	MOTION for Extension of Time to File Answer and Waiver of Foreign Service Requirement by Ikorongo Technology LLC, Ikorongo Texas LLC. (Attachments: # <u>1</u> Proposed Order)(Rupp, Karl) (Entered: 04/21/2020)
04/23/2020		Text Order GRANTING <u>11</u> Motion for Extension of Time to Answer entered by Judge Alan D Albright. Before the Court is the Unopposed Motion for Extension of Time to Move, Answer or Otherwise Respond to Ikorongo Plaintiffs' First Amended Complaint and Waiver of Foreign Service Requirement. The Court GRANTS the motion. It is therefore ORDERED that Defendants LG Electronics Inc. and LG Electronics U.S.A., Inc. have up to and including July 23, 2020 to move, answer or otherwise respond to Plaintiffs First Amended Complaint for Patent Infringement. (This is a text-only entry generated by the court. There is no document associated with this entry.) (jy) (Entered: 04/23/2020)

04/23/2020		Set/Reset Deadlines: LG Electronics Inc. answer due 7/23/2020; LG Electronics U.S.A., Inc. answer due 7/23/2020. (mc5) (Entered: 04/23/2020)
06/06/2020	<u>12</u>	NOTICE of Attorney Appearance by Howard Wisnia on behalf of Ikorongo Technology LLC, Ikorongo Texas LLC. Attorney Howard Wisnia added to party Ikorongo Technology LLC(pty:pla), Attorney Howard Wisnia added to party Ikorongo Texas LLC(pty:pla) (Wisnia, Howard) (Entered: 06/06/2020)
07/23/2020	<u>13</u>	MOTION to Appear Pro Hac Vice by J. Mark Mann <i>for Darin W. Snyder</i> (Filing fee \$ 100 receipt number 0542-13790738) by on behalf of LG Electronics Inc., LG Electronics U.S.A., Inc.. (Attachments: # <u>1</u> Proposed Order)(Mann, J.) (Entered: 07/23/2020)
07/23/2020	<u>14</u>	MOTION to Appear Pro Hac Vice by J. Mark Mann <i>for David S. Almeling</i> (Filing fee \$ 100 receipt number 0542-13790779) by on behalf of LG Electronics Inc., LG Electronics U.S.A., Inc.. (Attachments: # <u>1</u> Proposed Order)(Mann, J.) (Entered: 07/23/2020)
07/23/2020	<u>15</u>	NOTICE of Attorney Appearance by J. Mark Mann on behalf of LG Electronics Inc., LG Electronics U.S.A., Inc.. Attorney J. Mark Mann added to party LG Electronics Inc.(pty:dft), Attorney J. Mark Mann added to party LG Electronics U.S.A., Inc.(pty:dft) (Mann, J.) (Entered: 07/23/2020)
07/23/2020	<u>16</u>	MOTION to Dismiss <i>Ikorongo's Claims of Indirect Infringement</i> by LG Electronics Inc., LG Electronics U.S.A., Inc.. (Attachments: # <u>1</u> Declaration of Jeffrey Lau, # <u>2</u> Exhibit 1, # <u>3</u> Exhibit 2, # <u>4</u> Exhibit 3, # <u>5</u> Proposed Order)(Mann, J.) (Entered: 07/23/2020)
07/23/2020	<u>17</u>	RULE 7 DISCLOSURE STATEMENT filed by LG Electronics Inc., LG Electronics U.S.A., Inc.. (Mann, J.) (Entered: 07/23/2020)
07/23/2020	<u>18</u>	Pro Hac Vice Letter to Darin W. Snyder and David S. Almeling. (lad) (Entered: 07/23/2020)
07/24/2020		Text Order GRANTING <u>13</u> Motion to Appear Pro Hac Vice. Before the Court is the Motion for Admission Pro Hac Vice. The Court, having reviewed the Motion, finds it should be GRANTED and therefore orders as follows: IT IS ORDERED the Motion for Admission Pro Hac Vice is GRANTED. IT IS FURTHER ORDERED that Applicant, if he/she has not already done so, shall immediately tender the amount of \$100.00, made payable to: Clerk, U.S. District Court, in compliance with Local Rule AT-I (f)(2). Pursuant to our Administrative Policies and Procedures for Electronic Filing, the attorney hereby granted to practice pro hac vice in this case must register for electronic filing with our court within 10 days of this order. entered by Judge Alan D Albright. (This is a text-only entry generated by the court. There is no document associated with this entry.) (jy) (Entered: 07/24/2020)
07/24/2020		Text Order GRANTING <u>14</u> Motion to Appear Pro Hac Vice. Before the Court is the Motion for Admission Pro Hac Vice. The Court, having reviewed the Motion, finds it should be GRANTED and therefore orders as follows: IT IS ORDERED the Motion for Admission Pro Hac Vice is GRANTED. IT IS FURTHER ORDERED that Applicant, if he/she has not already done so, shall immediately tender the amount of \$100.00, made payable to: Clerk, U.S. District Court, in compliance with Local Rule AT-I (f)(2). Pursuant to our Administrative Policies and Procedures for Electronic Filing, the attorney hereby granted to practice pro hac vice in this case must register for electronic filing with our court within 10 days of this order. entered by Judge Alan D Albright. (This is a text-only entry generated by the court. There is no document associated with this entry.) (jy) (Entered: 07/24/2020)
07/27/2020	<u>19</u>	ORDER GOVERNING PROCEEDINGS PATENT CASE: Telephonic Rule 16 Case Management Conference set for 8/13/2020 01:30 PM before Judge Alan D Albright. Signed by Judge Alan D Albright. (lad) (Entered: 07/27/2020)
08/06/2020	<u>20</u>	Joint MOTION to Dismiss <i>Stipulated Motion to Dismiss Plaintiffs' Pre-Suit Indirect Infringement Claims without Prejudice and Extension of Time to Respond Regarding Post-Suit Indirect Infringement</i> by Ikorongo Technology LLC, Ikorongo Texas LLC. (Attachments: # <u>1</u> Proposed Order)(Gilliland, Derek) (Entered: 08/06/2020)

08/07/2020		Text Order GRANTING <u>20</u> Motion to Dismiss entered by Judge Alan D Albright. Before the Court is the Parties' Stipulated Motion to Dismiss Plaintiff's Pre-suit Indirect Infringement Claims Without Prejudice and Extension of Time to Respond Regarding Post-suit Indirect Infringement. The Court GRANTS the motion. It is therefore ORDERED that Plaintiff may reassert those portions of the claims (and if required seeking leave of Court to do so) no later than seven (7) days after the close of fact discovery and Plaintiff may have until August 20, 2020 to respond to Defendants' Motion regarding post-suit indirect infringement. (This is a text-only entry generated by the court. There is no document associated with this entry.) (jy) (Entered: 08/07/2020)
08/13/2020	<u>21</u>	ORDER CANCELLING August 13, 2020 TELEPHONIC SCHEDULING CONFERENCE. Signed by Judge Alan D Albright. (lad) (Entered: 08/13/2020)
08/20/2020	<u>22</u>	Response in Opposition to Motion, filed by Ikorongo Technology LLC, Ikorongo Texas LLC, re <u>16</u> MOTION to Dismiss <i>Ikorongo's Claims of Indirect Infringement</i> filed by Defendant LG Electronics Inc., Defendant LG Electronics U.S.A., Inc. (Attachments: # <u>1</u> Declaration of Derek Gilliland, # <u>2</u> Exhibit 1)(Rupp, Karl) (Entered: 08/20/2020)
08/24/2020	<u>23</u>	Proposed Scheduling Order by Ikorongo Technology LLC, Ikorongo Texas LLC. (Rupp, Karl) (Entered: 08/24/2020)
08/24/2020	<u>24</u>	SCHEDULING ORDER:, Markman Hearing set for 2/5/2021 01:30 PM before Judge Alan D Albright, Joinder of Parties due by 3/19/2021, Amended Pleadings due by 4/30/2021, Dispositive/Daubert Motions due by 11/12/2021, Pretrial Conference set for 1/14/2022 before Judge Alan D Albright, Jury Selection and Trial set for 1/24/2022 before Judge Alan D Albright. Signed by Judge Alan D Albright. (lad) (Entered: 08/25/2020)
08/27/2020	<u>25</u>	REPLY to Response to Motion, filed by LG Electronics Inc., LG Electronics U.S.A., Inc., re <u>16</u> MOTION to Dismiss <i>Ikorongo's Claims of Indirect Infringement</i> filed by Defendant LG Electronics Inc., Defendant LG Electronics U.S.A., Inc. (Almeling, David) (Entered: 08/27/2020)
09/04/2020	<u>26</u>	Unopposed MOTION for Hearing re <u>16</u> MOTION to Dismiss <i>Ikorongo's Claims of Indirect Infringement</i> by Ikorongo Technology LLC, Ikorongo Texas LLC. (Attachments: # <u>1</u> Proposed Order)(Gilliland, Derek) (Entered: 09/04/2020)
09/11/2020	<u>27</u>	Opposed MOTION to Change Venue to <i>Northern District of California Under 28 U.S.C. § 1404(a)</i> by LG Electronics Inc., LG Electronics U.S.A., Inc.. (Attachments: # <u>1</u> Declaration of Jeffrey Lau, # <u>2</u> Exhibit 1, # <u>3</u> Exhibit 2, # <u>4</u> Exhibit 3, # <u>5</u> Exhibit 4, # <u>6</u> Exhibit 5, # <u>7</u> Exhibit 6, # <u>8</u> Exhibit 7, # <u>9</u> Exhibit 8, # <u>10</u> Exhibit 9, # <u>11</u> Exhibit 10, # <u>12</u> Exhibit 11, # <u>13</u> Exhibit 12, # <u>14</u> Exhibit 13, # <u>15</u> Exhibit 14, # <u>16</u> Exhibit 15, # <u>17</u> Exhibit 16, # <u>18</u> Exhibit 17, # <u>19</u> Exhibit 18, # <u>20</u> Exhibit 19, # <u>21</u> Exhibit 20, # <u>22</u> Exhibit 21, # <u>23</u> Errata 22, # <u>24</u> Exhibit 23, # <u>25</u> Declaration of JuSeong Ryu, # <u>26</u> Declaration of Daniel S. Friedland, # <u>27</u> Proposed Order)(Mann, J.) (Additional attachment(s) added on 9/14/2020: # <u>28</u> Ryu Declaration, # <u>29</u> Friedland Declaration) (lad). (Entered: 09/11/2020)
09/11/2020	<u>28</u>	Unopposed Motion for leave to File Sealed Document (Attachments: # <u>1</u> Declaration of JuSeong Ryu, # <u>2</u> Declaration of Daniel S. Friedland, # <u>3</u> Proposed Order) (Mann, J.) (Entered: 09/11/2020)
09/12/2020		Text Order GRANTING <u>28</u> Motion for Leave to File Sealed Document entered by Judge Alan D Albright. Before the Court is LG's motion for leave to file a sealed document. The Court GRANTS the motion. The Clerk's Office is directed to file Declaration of JuSeong Ryu and the Declaration of Dan Friedland under seal. (This is a text-only entry generated by the court. There is no document associated with this entry.) (jy) (Entered: 09/12/2020)
09/26/2020	<u>29</u>	STIPULATION of the Parties re Agreed Schedule for Defendants' Motion to Transfer Venue by Ikorongo Technology LLC, Ikorongo Texas LLC. (Attachments: # <u>1</u> Proposed Order)(Rupp, Karl) (Entered: 09/26/2020)
09/28/2020	<u>30</u>	NOTICE OF INTER PARTES REVIEW by Ikorongo Technology LLC, Ikorongo Texas LLC (Gilliland, Derek) (Entered: 09/28/2020)

09/28/2020	<u>31</u>	MOTION to Amend/Correct <i>Unopposed Motion to Amend Scheduling Order</i> by LG Electronics Inc., LG Electronics U.S.A., Inc.. (Attachments: # <u>1</u> Proposed Order)(Snyder, Darin) (Entered: 09/28/2020)
09/30/2020		Text Order GRANTING <u>31</u> Unopposed Motion to Amend/Correct entered by Judge Alan D Albright. The Court will enter separately the Amended Scheduling Order. (This is a text-only entry generated by the court. There is no document associated with this entry.) (as) (Entered: 09/30/2020)
09/30/2020	<u>32</u>	SCHEDULING ORDER: Markman Hearing set for 2/5/2021 01:30 PM before Judge Alan D Albright, Joinder of Parties due by 3/19/2021, Amended Pleadings due by 4/30/2021, Dispositive/Daubert Motions due by 11/12/2021. Pretrial Conference set for 1/14/2022 before Judge Alan D Albright, Jury Selection and Trial set for 1/24/2022 before Judge Alan D Albright. Signed by Judge Alan D Albright. (lad) (Entered: 09/30/2020)
10/01/2020	<u>33</u>	ORDER re <u>29</u> Stipulation filed by Ikorongo Technology LLC, Ikorongo Texas LLC. Signed by Judge Alan D Albright. (lad) (Entered: 10/01/2020)
10/01/2020	<u>34</u>	ORDER SETTING TELEPHONIC DISCOVERY HEARING. Telephone Conference set for 10/2/2020 02:00 PM before Judge Alan D Albright. Signed by Judge Alan D Albright. (bw) (Entered: 10/01/2020)
10/02/2020	<u>35</u>	Minute Entry for proceedings held before Judge Alan D Albright: Discovery Hearing held on 10/2/2020. Case called for telephonic discovery hearing. Arguments were presented regarding discovery with deposition witnesses. Case heard with two companion cases. (Minute entry documents are not available electronically.). (Court Reporter Lily Reznik.)(lad) (Entered: 10/02/2020)
10/06/2020	<u>36</u>	TRANSCRIPT REQUEST by Ikorongo Technology LLC, Ikorongo Texas LLC for proceedings held on 10/02/2020. Proceedings Transcribed: Discovery Hearing. Court Reporter: Lily Reznik. (Rupp, Karl) (Main Document 36 replaced on 10/6/2020) (lad). (Entered: 10/06/2020)
10/09/2020	<u>37</u>	MOTION to Appear Pro Hac Vice by Karl Anthony Rupp <i>for Bradley E. Beckworth</i> (Filing fee \$ 100 receipt number 0542-14057797) by on behalf of Ikorongo Technology LLC, Ikorongo Texas LLC. (Attachments: # <u>1</u> Proposed Order)(Rupp, Karl) (Entered: 10/09/2020)
10/09/2020	<u>38</u>	MOTION to Appear Pro Hac Vice by Karl Anthony Rupp <i>for Jeffrey J. Angelovich</i> (Filing fee \$ 100 receipt number 0542-14057834) by on behalf of Ikorongo Technology LLC, Ikorongo Texas LLC. (Attachments: # <u>1</u> Proposed Order)(Rupp, Karl) (Entered: 10/09/2020)
10/13/2020		Text Order GRANTING <u>37</u> Motion to Appear Pro Hac Vice for Attorney Bradley Earl Beckworth for Ikorongo Technology LLC and Ikorongo Texas LLC. Before the Court is the Motion for Admission Pro Hac Vice. The Court, having reviewed the Motion, finds it should be GRANTED and therefore orders as follows: IT IS ORDERED the Motion for Admission Pro Hac Vice is GRANTED. IT IS FURTHER ORDERED that Applicant, if he/she has not already done so, shall immediately tender the amount of \$100.00, made payable to: Clerk, U.S. District Court, in compliance with Local Rule AT-I (f)(2). Pursuant to our Administrative Policies and Procedures for Electronic Filing, the attorney hereby granted to practice pro hac vice in this case must register for electronic filing with our court within 10 days of this order entered by Judge Alan D Albright. (This is a text-only entry generated by the court. There is no document associated with this entry.) (mm6) (Entered: 10/13/2020)
10/13/2020		Text Order GRANTING <u>38</u> Motion to Appear Pro Hac Vice for Attorney Jeffrey John Angelovich for Ikorongo Technology LLC and Ikorongo Texas LLC. Before the Court is the Motion for Admission Pro Hac Vice. The Court, having reviewed the Motion, finds it should be GRANTED and therefore orders as follows: IT IS ORDERED the Motion for Admission Pro Hac Vice is GRANTED. IT IS FURTHER ORDERED that Applicant, if he/she has not already done so, shall immediately tender the amount of \$100.00, made payable to: Clerk, U.S. District Court, in compliance with Local Rule AT-I (f)(2). Pursuant to our Administrative Policies and Procedures for Electronic Filing, the attorney hereby granted to practice pro hac vice in this case must register for electronic filing with our court within 10 days of this order entered by Judge Alan D Albright. (This is a text-only entry generated by the court. There is no document

		associated with this entry.) (mm6) (Entered: 10/13/2020)
10/31/2020	<u>39</u>	Transcript filed of Proceedings held on October 2, 2020, Proceedings Transcribed: Telephonic Discovery Hearing. Court Reporter/Transcriber: Lily I. Reznik, Telephone number: 512-391-8792 or Lily_Reznik@txwd.uscourts.gov. Parties are notified of their duty to review the transcript to ensure compliance with the FRCP 5.2(a)/FRCrP 49.1(a). A copy may be purchased from the court reporter or viewed at the clerk's office public terminal. If redaction is necessary, a Notice of Redaction Request must be filed within 21 days. If no such Notice is filed, the transcript will be made available via PACER without redaction after 90 calendar days. The clerk will mail a copy of this notice to parties not electronically noticed Redaction Request due 11/23/2020, Redacted Transcript Deadline set for 12/1/2020, Release of Transcript Restriction set for 1/29/2021, (lr) (Entered: 10/31/2020)
11/09/2020	<u>40</u>	Updated Standing Order Governing Proceedings Patent Cases. Signed by Judge Alan D Albright. (jkda) (Entered: 11/10/2020)
11/11/2020	<u>41</u>	Joint MOTION to Amend/Correct <i>Scheduling Order to Adopt Claim Construction Briefing Protocol of Court's New Default Order Governing Proceedings</i> by LG Electronics Inc., LG Electronics U.S.A., Inc.. (Attachments: # <u>1</u> Proposed Order)(Lau, Jeffrey) (Entered: 11/11/2020)
11/13/2020	<u>42</u>	ORDER GRANTING <u>41</u> Motion to Amend/Correct Scheduling Order. Signed by Judge Alan D Albright. (bw) (Entered: 11/13/2020)
11/17/2020	<u>43</u>	MOTION to Appear Pro Hac Vice by Nicholas J. Whilt (Filing fee \$ 100 receipt number 0542-14192405) by on behalf of LG Electronics Inc., LG Electronics U.S.A., Inc.. (Whilt, Nicholas) (Entered: 11/17/2020)
11/18/2020		Text Order GRANTING <u>43</u> Motion to Appear Pro Hac Vice for Attorney Nicholas J. Whilt for LG Electronics Inc. and LG Electronics U.S.A., Inc. Before the Court is the Motion for Admission Pro Hac Vice. The Court, having reviewed the Motion, finds it should be GRANTED and therefore orders as follows: IT IS ORDERED the Motion for Admission Pro Hac Vice is GRANTED. IT IS FURTHER ORDERED that Applicant, if he/she has not already done so, shall immediately tender the amount of \$100.00, made payable to: Clerk, U.S. District Court, in compliance with Local Rule AT-I (f)(2). Pursuant to our Administrative Policies and Procedures for Electronic Filing, the attorney hereby granted to practice pro hac vice in this case must register for electronic filing with our court within 10 days of this order entered by Judge Alan D Albright. (This is a text-only entry generated by the court. There is no document associated with this entry.) (mm6) (Entered: 11/18/2020)
11/20/2020	<u>44</u>	STIPULATION OF THE PARTIES REGARDING REVISED SCHEDULE FOR DEFENDANTS MOTION TO TRANSFER VENUE by LG Electronics Inc., LG Electronics U.S.A., Inc.. (Attachments: # <u>1</u> Proposed Order)(Lau, Jeffrey) (Entered: 11/20/2020)
12/02/2020	<u>45</u>	BRIEF by Ikorongo Technology LLC, Ikorongo Texas LLC. (Attachments: # <u>1</u> Affidavit Declaration of Howard Wisnia, # <u>2</u> Exhibit 1, # <u>3</u> Exhibit 2, # <u>4</u> Exhibit 3, # <u>5</u> Exhibit 4, # <u>6</u> Exhibit 5, # <u>7</u> Exhibit 6, # <u>8</u> Exhibit 7, # <u>9</u> Exhibit 8, # <u>10</u> Exhibit 9, # <u>11</u> Exhibit 10, # <u>12</u> Exhibit 11, # <u>13</u> Exhibit 12, # <u>14</u> Exhibit 13)(Gilliland, Derek) (Entered: 12/02/2020)
12/07/2020	<u>46</u>	NOTICE of Attorney Appearance by Karl Anthony Rupp on behalf of Ikorongo Technology LLC, Ikorongo Texas LLC (Rupp, Karl) (Entered: 12/07/2020)
12/07/2020	<u>47</u>	DEFICIENCY NOTICE: re <u>46</u> Notice of Appearance (lad) (Entered: 12/07/2020)
12/08/2020	<u>48</u>	MOTION to Stay <i>Pending Transfer</i> by LG Electronics Inc., LG Electronics U.S.A., Inc.. (Attachments: # <u>1</u> Proposed Order)(Lau, Jeffrey) (Entered: 12/08/2020)
12/10/2020	<u>49</u>	STIPULATION <i>re Schedule as to Motion to Transfer Venue</i> by Ikorongo Technology LLC, Ikorongo Texas LLC. (Attachments: # <u>1</u> Proposed Order)(Rupp, Karl) (Entered: 12/10/2020)
12/14/2020	<u>50</u>	MOTION to Appear Pro Hac Vice by Karl Anthony Rupp <i>for Nicholas Wyss</i> (Filing fee \$ 100 receipt number 0542-14282375) by on behalf of Ikorongo Technology LLC, Ikorongo Texas LLC. (Attachments: # <u>1</u> Proposed Order)(Rupp, Karl) (Main

		Document 50 replaced on 12/14/2020) (bw). (Main Document 50 replaced on 12/15/2020) (bw). (Entered: 12/14/2020)
12/15/2020		Text Order GRANTING <u>50</u> Motion to Appear Pro Hac Vice for Attorney Nicholas Andrew Wyss for Ikorongo Technology LLC and Ikorongo Texas LLC. Before the Court is the Motion for Admission Pro Hac Vice. The Court, having reviewed the Motion, finds it should be GRANTED and therefore orders as follows: IT IS ORDERED the Motion for Admission Pro Hac Vice is GRANTED. IT IS FURTHER ORDERED that Applicant, if he/she has not already done so, shall immediately tender the amount of \$100.00, made payable to: Clerk, U.S. District Court, in compliance with Local Rule AT-I (f)(2). Pursuant to our Administrative Policies and Procedures for Electronic Filing, the attorney hereby granted to practice pro hac vice in this case must register for electronic filing with our court within 10 days of this order entered by Judge Alan D Albright. (This is a text-only entry generated by the court. There is no document associated with this entry.) (mm6) (Entered: 12/15/2020)
12/15/2020	<u>51</u>	Response in Opposition to Motion, filed by Ikorongo Technology LLC, Ikorongo Texas LLC, re <u>48</u> MOTION to Stay <i>Pending Transfer</i> filed by Defendant LG Electronics Inc., Defendant LG Electronics U.S.A., Inc. (Attachments: # <u>1</u> Declaration of Karl Rupp)(Rupp, Karl) (Entered: 12/15/2020)
12/18/2020	<u>52</u>	ORDER re <u>49</u> Stipulation OF THE PARTIES REGARDING REVISED SCHEDULE FOR DEFENDANTS MOTION TO TRANSFER VENUE filed by Ikorongo Technology LLC, Ikorongo Texas LLC. Signed by Judge Alan D Albright. (lad) (Entered: 12/18/2020)
12/22/2020	<u>53</u>	REPLY to Response to Motion, filed by LG Electronics Inc., LG Electronics U.S.A., Inc., re <u>48</u> MOTION to Stay <i>Pending Transfer</i> filed by Defendant LG Electronics Inc., Defendant LG Electronics U.S.A., Inc. <i>Defendants' Reply in Support of Motion to Stay Pending Transfer</i> (Lau, Jeffrey) (Entered: 12/22/2020)
12/23/2020	<u>54</u>	BRIEF by LG Electronics Inc., LG Electronics U.S.A., Inc.. (Attachments: # <u>1</u> Declaration of Jeffrey Lau, # <u>2</u> Ex. 1, # <u>3</u> Ex. 2, # <u>4</u> Ex. 3, # <u>5</u> Ex. 4, # <u>6</u> Ex. 5, # <u>7</u> Ex. 6, # <u>8</u> Ex. 7, # <u>9</u> Ex. 8, # <u>10</u> Ex. 9, # <u>11</u> Ex. 10, # <u>12</u> Ex. 11, # <u>13</u> Ex. 12, # <u>14</u> Ex. 13, # <u>15</u> Ex. 14, # <u>16</u> Ex. 15, # <u>17</u> Ex. 16, # <u>18</u> Ex. 17, # <u>19</u> Ex. 18, # <u>20</u> Ex. 19)(Almeling, David) (Entered: 12/23/2020)
01/05/2021	<u>55</u>	Motion for leave to File Evidentiary Objections To and Motion to Strike Declaration of Daniel S. Friedland Under Seal(Attachments: # <u>1</u> Proposed Order for Motion for Leave, # <u>2</u> Plaintiff's Evidentiary Objections To and Motion to Strike Declaration of Daniel S. Friedland and Brief in Support, # <u>3</u> Exhibit – Deposition of Daniel S. Friedland, # <u>4</u> Proposed Order for Motion to Strike) (Rupp, Karl) Modified on 1/8/2021 (mc5). (Entered: 01/05/2021)
01/05/2021	<u>56</u>	Motion for leave to File Sealed Response in Opposition to Defendants' Opposed Motion to Transfer To the Northern District of California Under 28 U.S.C. 1404(a) (Attachments: # <u>1</u> Proposed Order, # <u>2</u> Sealed Plaintiff's Response in Opposition to Defendant's Motion to Transfer Venue and Brief in Support, # <u>3</u> Sealed Deposition Transcript of Daniel S. Friedland, # <u>4</u> Sealed Exhibit – Deposition Transcript of Paula Phillips, # <u>5</u> Sealed Exhibit – Deposition Transcript of Juseong Ryu) (Rupp, Karl) Modified on 1/8/2021 (mc5). (Entered: 01/05/2021)
01/05/2021	<u>57</u>	ATTACHMENT to <u>56</u> Motion for leave to File Sealed Document by Ikorongo Technology LLC, Ikorongo Texas LLC. (Attachments: # <u>1</u> Declaration of Karl Rupp, # <u>2</u> Declaration of Brady Bruce, # <u>3</u> Declaration of Michael Mitchell, # <u>4</u> Exhibit, # <u>5</u> Exhibit, # <u>6</u> Exhibit, # <u>7</u> Exhibit, # <u>8</u> Exhibit, # <u>9</u> Exhibit)(Rupp, Karl) (Entered: 01/05/2021)
01/08/2021	<u>58</u>	BRIEF regarding <u>45</u> Brief, by Ikorongo Technology LLC, Ikorongo Texas LLC. (Attachments: # <u>1</u> Affidavit Declaration of Nicholas Wyss, # <u>2</u> Exhibit A, # <u>3</u> Exhibit B)(Wisnia, Howard) (Entered: 01/08/2021)
01/12/2021	<u>59</u>	Unopposed Motion for leave to File Sealed Document (Attachments: # <u>1</u> Proposed Order Granting Defendants' Unopposed Motion for Leave to File Defendants' Response in Opposition to Plaintiffs' Evidentiary Objections to and Motion to Strike Declaration of Daniel S. Friedland Under Seal, # <u>2</u> Sealed Document Defendants' Response in Opposition to Plaintiffs' Evidentiary Objections to and Motion to Strike

		Declaration of Daniel S. Friedland) (Mann, J.) (Entered: 01/12/2021)
01/19/2021	<u>60</u>	Unopposed Motion for leave to File Sealed Document (Attachments: # <u>1</u> Proposed Order, # <u>2</u> Sealed Document Reply in Support of Opposed Motion to Transfer to the Northern District of California Under 28 U.S.C. § 1404(a), # <u>3</u> Exhibit 1) (Mann, J.) (Entered: 01/19/2021)
01/19/2021	<u>61</u>	Unopposed Motion for leave to File Sealed Document (Attachments: # <u>1</u> Proposed Order, # <u>2</u> Sealed Document Plaintiffs' Reply ISO Motion to Strike Friedland Declaration) (Rupp, Karl) (Entered: 01/19/2021)
01/20/2021		Text Order GRANTING <u>55</u> Motion for Leave to File Sealed Document entered by Judge Alan D Albright. The Clerk is hereby directed to file Plaintiffs' Evidentiary Objections to and Motion to Strike Declaration of Daniel S. Friedland, and Exhibit 1, under seal, until further order from the Court. (This is a text-only entry generated by the court. There is no document associated with this entry.) (re) (Entered: 01/20/2021)
01/20/2021		Text Order GRANTING <u>56</u> Motion for Leave to File Sealed Document entered by Judge Alan D Albright. The Clerk is hereby directed to file Plaintiffs' Response in Opposition to Defendants' Opposed Motion to Transfer to the Northern District of California Under 28 U.S.C. § 1404(a), and Exhibit C, Exhibit F and Exhibit G thereto, under seal, until further order from the Court. If it has not already done so, Plaintiff is instructed to file a redacted version of its Response within 7 days of the issuance of this Order. (This is a text-only entry generated by the court. There is no document associated with this entry.) (re) (Entered: 01/20/2021)
01/20/2021		Text Order GRANTING <u>59</u> Motion for Leave to File Sealed Document entered by Judge Alan D Albright. The Clerk is hereby directed to file Defendants Response in Opposition to Plaintiffs Evidentiary Objections to and Motion to Strike Declaration of Daniel S. Friedland under seal until further order from the Court. (This is a text-only entry generated by the court. There is no document associated with this entry.) (re) (Entered: 01/20/2021)
01/20/2021		Text Order GRANTING <u>60</u> Motion for Leave to File Sealed Document entered by Judge Alan D Albright. The Clerk is hereby directed to file Defendants' Reply in Support of Defendants' Opposed Motion to Transfer to the Northern District of California Under 28 U.S.C. § 1404(a) and Phillips Transcript under seal until further order from the Court. If it has not already done so, Defendant is instructed to file a redacted version of its Reply within 7 days of the issuance of this Order. (This is a text-only entry generated by the court. There is no document associated with this entry.) (re) (Entered: 01/20/2021)
01/20/2021		Text Order GRANTING <u>61</u> Motion for Leave to File Sealed Document entered by Judge Alan D Albright. The Clerk is hereby directed to file Plaintiffs' Reply in Support of their Motion to Strike Declaration of Daniel S. Friedland under seal, until further order from the Court. If they have not already done so, Plaintiffs are instructed to file a redacted version of this Reply within 7 days of the issuance of this Order. (This is a text-only entry generated by the court. There is no document associated with this entry.) (re) (Entered: 01/20/2021)
01/20/2021	<u>62</u>	Plaintiff's Sealed Evidentiary Objections to and Motion to Strike Declaration of Daniel S. Friedland and Brief in Support (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Proposed Order) (am) (Entered: 01/20/2021)
01/20/2021	<u>63</u>	Plaintiff's Sealed Response in Opposition to Defendant's Motion to Transfer Venue and Brief in Support (Attachments: # <u>1</u> Exhibit C, # <u>2</u> Exhibit F, # <u>3</u> Exhibit G) (am) (Entered: 01/20/2021)
01/20/2021	<u>64</u>	Defendant's Sealed Response in Opposition to Plaintiff's Evidentiary Objections to and Motion to Strike Declaration of Daniel S. Friedland (am) (Entered: 01/20/2021)
01/20/2021	<u>65</u>	Defendants' Sealed Reply in Support of Defendants' Opposed Motion to Transfer to the Northern District of California (Attachments: # <u>1</u> Exhibit 1) (am) (Entered: 01/20/2021)
01/20/2021	<u>66</u>	Plaintiffs' Sealed Reply in Support of Motion to Strike Declaration of Daniel S. Friedland. (am) (Entered: 01/20/2021)

01/21/2021	<u>67</u>	REPLY to Response to Motion, filed by LG Electronics Inc., LG Electronics U.S.A., Inc., re <u>27</u> Opposed MOTION to Change Venue to <i>Northern District of California Under 28 U.S.C. § 1404(a)</i> filed by Defendant LG Electronics Inc., Defendant LG Electronics U.S.A., Inc. <i>REDACTED FILING</i> (Attachments: # <u>1</u> Exhibit 1)(Mann, J.) (Attachment 1 replaced on 1/21/2021) (am). (Entered: 01/21/2021)
01/22/2021	<u>68</u>	Response in Opposition to Motion, filed by Ikorongo Technology LLC, Ikorongo Texas LLC, re <u>56</u> Motion for leave to File Sealed Document filed by Plaintiff Ikorongo Technology LLC, Plaintiff Ikorongo Texas LLC [<i>REDACTED</i>] (Wisnia, Howard) (Entered: 01/22/2021)
01/22/2021	<u>69</u>	REPLY to Response to Motion, filed by Ikorongo Technology LLC, Ikorongo Texas LLC, re <u>61</u> Unopposed Motion for leave to File Sealed Document filed by Plaintiff Ikorongo Technology LLC, Plaintiff Ikorongo Texas LLC [<i>REDACTED</i>] (Wisnia, Howard) (Entered: 01/22/2021)
01/22/2021	<u>70</u>	RESPONSE <i>Defendants' Sur-Reply Claim Construction Brief</i> by LG Electronics Inc., LG Electronics U.S.A., Inc.. (Attachments: # <u>1</u> Declaration of Jeffrey Lau, # <u>2</u> Exhibit 1, # <u>3</u> Exhibit 2)(Mann, J.) (Entered: 01/22/2021)
01/27/2021	<u>71</u>	NOTICE of Filing Joint Claim Construction Statement by Ikorongo Technology LLC, Ikorongo Texas LLC (Attachments: # <u>1</u> Exhibit A – Disputed Claim Terms)(Rupp, Karl) (Entered: 01/27/2021)
02/01/2021	<u>72</u>	ORDER RESETTING Markman Hearing for 2/5/2021 09:30 AM before Judge Alan D Albright. Signed by Judge Alan D Albright. (bot2) (Entered: 02/01/2021)
02/09/2021	<u>73</u>	Unopposed MOTION <i>for Entry of Amended Scheduling Order</i> by Ikorongo Technology LLC, Ikorongo Texas LLC. (Attachments: # <u>1</u> Proposed Amended Scheduling Order)(Rupp, Karl) (Entered: 02/09/2021)
02/22/2021	<u>74</u>	AMENDED SCHEDULING ORDER: Markman Hearing set for 3/2/2021 01:30 PM before Judge Alan D Albright. Joinder of Parties due by 3/19/2021. Amended Pleadings due by 4/30/2021. Dispositive Motions due by 11/12/2021. Pretrial Conference set for 1/14/2022 09:00 AM before Judge Alan D Albright. Jury Selection and Trial set for 1/24/2022 09:00AM before Judge Alan D Albright. Signed by Judge Alan D Albright. (bw) (Entered: 02/22/2021)
02/25/2021	<u>75</u>	NOTICE <i>Updated Notice of Inter Partes Review</i> by Ikorongo Technology LLC, Ikorongo Texas LLC (Gilliland, Derek) (Entered: 02/25/2021)
03/01/2021	<u>76</u>	ORDER DENYING <u>27</u> Motion to Change Venue Signed by Judge Alan D Albright. (lad) (Entered: 03/01/2021)
03/02/2021	<u>77</u>	ORDER RESETTING Zoom Markman Hearing for 4/1/2021 09:00 AM before Judge Alan D Albright. Signed by Judge Alan D Albright. (bot3) (Entered: 03/02/2021)
03/23/2021	<u>78</u>	ORDER RESETTING Zoom Markman Hearing for 4/1/2021 08:30 AM before Judge Alan D Albright. Signed by Judge Alan D Albright. (bot2) (Entered: 03/23/2021)
03/31/2021		Text Order GRANTING <u>16</u> Motion to Dismiss entered by Judge Alan D Albright. Before the Court is Defendants motion to dismiss Plaintiffs claims of indirect infringement. On August 20, 2020, Plaintiffs filed their Response. ECF No. 22. On August 27, 2020, Defendants filed their Reply. ECF No. 25. After careful consideration of the parties briefs and the applicable law, the Court GRANTS the motion WITHOUT PREJUDICE. However, the Court ORDERS that Plaintiffs be allowed to take discovery related to these claims when discovery opens. The Court also GRANTS Plaintiffs leave to amend their pleadings to reassert these claims after the start of discovery if they are able to substantiate those allegations. Plaintiffs shall have up to and including June 2, 2021 (three months from the opening of discovery) to amend their pleadings on a good faith basis under Rule 11. (This is a text-only entry generated by the court. There is no document associated with this entry.) (hs) (Entered: 03/31/2021)
03/31/2021		Set/Reset Deadlines: Amended Pleadings due by 6/2/2021. (mc5) (Entered: 03/31/2021)

04/01/2021	<u>79</u>	<p>Minute Entry for proceedings held before Judge Alan D Albright. Markman Hearing held on 4/1/2021. Case called for Markman Hearing by Zoom. Parties announce ready. Defts begin with the plain and ordinary meaning of the term record[s/ed] and the term collect the visited geographic location data. Plaintiffs make counter arguments regarding the construction terms. Court orders that they will maintain their preliminary instruction and keep the plain and order meaning that the court previously determined. Plaintiff argues the term Detection Network Directory. Plaintiffs wishes to modify the courts preliminary instruction with (additional in): A directory that stores and provides detection data reflecting the location of the location aware cellular phone. Court keeps their preliminary instruction and keeps the plain and ordinary meaning that the court previously determined. Plaintiffs move on to the term recorded using a satellite-based location-fixing protocol and a detection network directory (704 Patent, claims 33, 46, 48). The defendants argue the word and in the portion of the term protocol and a detection. Court keeps their preliminary instruction as indicated on the record. The defendants argue final claim terms enable[e/ing] definition (543 Patent, claims 32, 39, 46-49, 51, 54, 72, 73, 75; 704 Patent, claims 33, 46, 48) and enable the user to define (543 Patent, claim 56). Defts argue that enable terms should be construed together. Plaintiffs argue that they court should uphold their prior determination of plain and ordinary meaning. Courts preliminary instruction of plain and ordinary meaning are affirmed. Court confirms that they already have a trial date set for January of next year but defts indicate a concern about the date. The parties are concerned because they were previously told trial would be 12 months after the markman but because the markman was twice rescheduled, that is no longer happening. Plaintiffs request that the court reset the trial in accordance with that 12-month time frame. Court considers arguments and determines that the trial will be reset to March 14, 2022. Parties to file an Agreed Amended Scheduling Order considering the revised dates. Plaintiff questions order entered yesterday indicating they have 3 months to develop indirect infringement claims but the date on the order was not 3 months. Court clarified that the parties have 3 months from yesterday when the order was issued. Plft inquires regarding protective order issue. Parties to review courts order entered yesterday and determine if additional court intervention in necessary. No other pending matters. Hearing concluded. (Minute entry documents are not available electronically.) (Court Reporter Lily Reznik.)(bw) (Entered: 04/01/2021)</p>
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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

_____)	
IKORONGO TEXAS LLC,)	
)	Civil Action No. 2:20-cv-257
)	
Plaintiff,)	
)	
v.)	
)	
LG ELECTRONICS INC.,)	
and LG ELECTRONICS)	
U.S.A., INC.,)	
Defendants.)	JURY TRIAL DEMANDED
_____)	

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Ikorongo Texas LLC (“Ikorongo” or “Plaintiff”) for its complaint against defendants LG Electronics Inc. (“LGEKR”) and LG Electronics U.S.A., Inc. (“LGEUS”) (together “LG” or “Defendants”), hereby alleges as follows:

THE PARTIES

1. Ikorongo is a Texas limited liability company having an address at 678 Bear Tree Creek, Chapel Hill, NC 27517.
2. Upon information and belief, Defendant LGEKR is a corporation organized under the laws of South Korea, with its principal place of business at LG Twin Towers, 128 Yeoui-daero, Yeongdungpo-gu, Seoul, 07366, South Korea.
3. Upon information and belief, Defendant LGEUS is a corporation organized under the laws of the State of Delaware, with regular and established places of business in Texas at

least at 9420 Research Blvd, Austin, Texas 78759; 21251-2155 Eagle Parkway, Fort Worth, Texas 76177; and 14901 Beach St, Fort Worth, TX 76177.

4. Defendant LGEUS merged with LG Electronics MobileComm U.S.A., Inc., on August 1, 2018, and has stated that it assumed all rights and responsibilities of LG Electronics MobileComm U.S.A., Inc. *3G Licensing S.A., et al. v. LG Electronics, Inc., et al.*, Case No. 1:17-cv-00085-LPS (D. Del.) at Dkt. 144.

JURISDICTION

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

6. This Court has general personal jurisdiction over LG because LG is engaged in substantial and not isolated activity at its regular and established places of business within this judicial district. This Court has specific jurisdiction over LG because LG has committed acts of infringement giving rise to this action and has established more than minimum contacts within this judicial district, such that the exercise of jurisdiction over LG in this Court would not offend traditional notions of fair play and substantial justice. LG, directly and through subsidiaries or intermediaries, has committed and continues to commit acts of infringement of Ikorongo's rights in the Asserted Patents in this District by, among other things, making, using, offering to sell, selling, and importing products and/or services that infringe the Asserted Patents.

7. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400(b). Defendants are registered to do business in Texas, and upon information and belief, LG has transacted business in this District and has committed acts of direct and indirect infringement in this District by, among other things, making, using, offering to sell, selling, and importing

products and/or services that infringe the Asserted Patents. LG has regular and established places of business in this District, including at 9420 Research Blvd, Austin

FACTUAL BACKGROUND

8. This action concerns U.S. Patent Numbers RE 41,450 (the ‘450 Patent), RE 45,543 (the ‘543 Patent), RE 47,704 (the ‘704 Patent), and 8,874,554 (the ‘554 Patent), (collectively the “Asserted Patents”), true and correct copies of which are attached as Exhibits A, B, C, and D, respectively.

9. Ikorongo, pursuant to the principles of *Waterman v. Mackenzie*, 138 U.S. 252 (1891) and 35 U.S.C. §261, is the owner of the exclusive right under the Asserted Patents within and throughout a specified part of the United States (“the Specified Part”) that includes specific counties within the present judicial district, including the right to sue for past, present and future infringement and damages thereof.

10. Ikorongo Technology LLC is the owner of the entire right, title and interest in the Asserted Patents, including the exclusive right under the Asserted Patents, within and throughout all parts of the United States and world not included in the Specified Part, including the right to sue for past, present and future infringement and damages thereof. This includes at least one county within the present judicial district.

11. Together Ikorongo and Ikorongo Technology LLC own the entire right, title and interest in the Asserted Patents, including the right to sue for past, present and future infringement and damages thereof, throughout the entire United States and world.

12. Each of the ‘450 Patent, the ‘543 Patent and the ‘704 Patent is a Reissue Patent of U.S. Patent No. 7,080,139 (the ‘139 Patent). The ‘139 Patent, entitled “Method and Apparatus for Selectively Sharing and Passively Tracking Communication Device Experiences” was filed

on April 24, 2001 as U.S. Patent Application No. 09/841,475. It was duly and legally issued by the U.S. Patent and Trademark Office (PTO) on July 18, 2006. It received 597 days of patent term extension. A true and correct copy of the '139 Patent is attached as Exhibit E.

13. The '450 Patent was filed as Reissue Application 12/172,518 on July 14, 2008. It was duly and legally reissued by the PTO on July 20, 2010.

14. The '543 Patent was filed as Reissue Application 13/894,009 on May 14, 2013. It was duly and legally reissued by the PTO on June 2, 2015.

15. The '704 Patent was filed as Reissue Application 14/577,746 on December 19, 2014. It was duly and legally reissued by the PTO on November 5, 2019.

16. The '554 Patent, entitled "Turnersphere" was filed on November 1, 2013 as U.S. Application 14/069,761. It was duly and legally issued by the PTO on October 28, 2014.

17. The elements claimed by Asserted Patents, taken alone or in combination, were not well-understood, routine or conventional to one of ordinary skill in the art at the times of their respective invention.

COUNT I

(LG's Infringement of the '450 Patent)

18. Paragraphs 1- 17 are reincorporated by reference as if fully set forth herein.

19. The elements claimed by the '450 patent, taken alone or in combination, were not well-understood, routine or conventional to one of ordinary skill in the art at the time of the invention. Rather, the '450 patent provides a technical solution to technical problems.

20. LG has infringed and continues to infringe, literally and/or by the doctrine of equivalents, individually and/or jointly, at least claim 67 of the '450 patent by making, using, testing, selling, offering for sale or importing into the Specified Part products and/or services

covered by the '450 patent. LG's products and/or services that infringe the '450 patent include, but are not limited to, LG smart phones and tablets with GPS capabilities -- such as LG's smartphone lines including the LG V series, G series, including but not limited to the LG G8x ThinQ -- and any other LG products and/or services, either alone or in combination, that operate in substantially the same manner ("the Accused Instrumentalities"). As one non-limiting example, use of LG G8X ThinQ, including during testing, repair and corporate use, includes a computer-implemented method of sharing computer usage experiences as claimed. *See, e.g.*, exemplary claim chart Exhibit F, which is incorporated herein by reference.

21. Additionally, LG has been, and currently is, an active inducer of infringement of the '450 patent under 35 U.S.C. § 271(b) and a contributory infringer of the '450 patent under 35 U.S.C. § 271(c) either literally and/or by the doctrine of equivalents.

22. LG has induced and continues to induce infringement of the '450 patent by intending that others use, offer for sale, or sell in the Specified Part, products and/or services covered by the '450 patent, including but not limited to the Accused Instrumentalities. LG provides these products and/or services to others, such as customers, resellers and end-user customers, who, in turn, use, provision for use, offer for sale, or sell in the Specified Part products and/or services that directly infringe one or more claims of the '450 patent.

23. LG has contributed to and continues to contribute to the infringement of the '450 patent by others by knowingly providing products and/or services that when configured result in a system that directly infringes one or more claims of the '450 patent.

24. LG knew of the '450 patent, or should have known of the '450 patent, but was willfully blind to its existence. Upon information and belief, LG has had actual knowledge of the '450 patent since at least as early as the service upon LG of this Complaint.

25. LG has committed and continues to commit affirmative acts that cause infringement of one or more claims of the '450 patent with knowledge of the '450 patent and knowledge or willful blindness that the induced acts constitute infringement of one or more claims of the '450 patent. As an illustrative example only, LG induces such acts of infringement by its affirmative actions of intentionally providing hardware and or software components that when used in their normal and customary way, infringe one or more claims of the '450 patent and/or by directly or indirectly providing instructions on how to use its products and/or services in a manner or configuration that infringes one or more claims of the '450 patent, including those found at www.LG.com and in product literature.

26. LG has committed and continues to commit contributory infringement by, *inter alia*, knowingly selling products and/or services that when used cause the direct infringement of one or more claims of the '450 patent by a third party, and which have no substantial non-infringing uses, or include a separate and distinct component that is especially made or especially adapted for use in infringement of the '450 patent and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

27. As a result of LG's acts of infringement, Plaintiff has suffered and will continue to suffer damages in an amount to be proved at trial.

COUNT II

(LG's Infringement of '543 Patent)

28. Paragraphs 1- 27 are reincorporated by reference as if fully set forth herein.

29. The elements claimed by the '543 patent, taken alone or in combination, were not well-understood, routine or conventional to one of ordinary skill in the art at the time of the invention. Rather, the '543 patent provides a technical solution to technical problems.

30. LG has infringed and continues to infringe, literally and/or by the doctrine of equivalents, individually and/or jointly, at least claim 45 of the '543 patent by making, using, testing, selling, offering for sale or importing into the Specified Part products and/or services covered by the '543 patent, including but not limited to Accused Instrumentalities. As one non-limiting example, the LG G8X ThinQ meets the claim. *See, e.g.*, exemplary claim chart Exhibit G, which is incorporated herein by reference.

31. Additionally, LG has been, and currently is, an active inducer of infringement of the '543 patent under 35 U.S.C. § 271(b) and a contributory infringer of the '543 patent under 35 U.S.C. § 271(c) either literally and/or by the doctrine of equivalents.

32. LG has induced and continues to induce infringement of the '543 patent by intending that others use, offer for sale, or sell in the Specified Part, products and/or services covered by the '543 patent, including but not limited to the Accused Instrumentalities. LG provides these products and/or services to others, such as customers, resellers and end-user customers, who, in turn, use, provision for use, offer for sale, or sell in the Specified Part products and/or services that directly infringe one or more claims of the '543 patent.

33. LG has contributed to and continues to contribute to the infringement of the '543 patent by others by knowingly providing products and/or services that when configured result in a system that directly infringes one or more claims of the '543 patent.

34. LG knew of the '543 patent, or should have known of the '543 patent, but was willfully blind to its existence. Upon information and belief, LG has had actual knowledge of the '543 patent since at least as early as the service upon LG of this Complaint.

35. LG has committed and continues to commit affirmative acts that cause infringement of one or more claims of the '543 patent with knowledge of the '543 patent and

knowledge or willful blindness that the induced acts constitute infringement of one or more claims of the '543 patent. As an illustrative example only, LG induces such acts of infringement by its affirmative actions of intentionally providing hardware and or software components that when used in their normal and customary way, infringe one or more claims of the '543 patent and/or by directly or indirectly providing instructions on how to use its products and/or services in a manner or configuration that infringes one or more claims of the '543 patent, including those found at www.LG.com and in product literature.

36. LG has committed and continues to commit contributory infringement by, *inter alia*, knowingly selling products and/or services that when used cause the direct infringement of one or more claims of the '543 patent by a third party, and which have no substantial non-infringing uses, or include a separate and distinct component that is especially made or especially adapted for use in infringement of the '543 patent and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

37. As a result of LG's acts of infringement, Plaintiff has suffered and will continue to suffer damages in an amount to be proved at trial.

COUNT III

(LG's Infringement of '704 Patent)

38. Paragraphs 1- 37 are reincorporated by reference as if fully set forth herein.

39. The elements claimed by the '704 patent, taken alone or in combination, were not well-understood, routine or conventional to one of ordinary skill in the art at the time of the invention. Rather, the '704 patent provides a technical solution to technical problems.

40. LG has infringed and continues to infringe, literally and/or by the doctrine of equivalents, individually and/or jointly, at least claim 48 of the '704 patent by making, using,

testing, selling, offering for sale or importing into the Specified Part products and/or services covered by the '704 patent, including but not limited to Accused Instrumentalities. As one non-limiting example, the LG G8X ThinQ infringes the patent. *See, e.g.*, exemplary claim chart Exhibit H, which is incorporated herein by reference.

41. Additionally, LG has been, and currently is, an active inducer of infringement of the '704 patent under 35 U.S.C. § 271(b) and a contributory infringer of the '704 patent under 35 U.S.C. § 271(c) either literally and/or by the doctrine of equivalents.

42. LG has induced and continues to induce infringement of the '704 patent by intending that others use, offer for sale, or sell in the Specified Part, products and/or services covered by the '704 patent, including but not limited to the Accused Instrumentalities. LG provides these products and/or services to others, such as customers, resellers and end-user customers, who, in turn, use, provision for use, offer for sale, or sell in the Specified Part products and/or services that directly infringe one or more claims of the '704 patent.

43. LG has contributed to and continues to contribute to the infringement of the '704 patent by others by knowingly providing products and/or services that when configured result in a system that directly infringes one or more claims of the '704 patent.

44. LG knew of the '704 patent, or should have known of the '704 patent, but was willfully blind to its existence. Upon information and belief, LG has had actual knowledge of the '704 patent since at least as early as the service upon LG of this Complaint.

45. LG has committed and continues to commit affirmative acts that cause infringement of one or more claims of the '704 patent with knowledge of the '704 patent and knowledge or willful blindness that the induced acts constitute infringement of one or more claims of the '704 patent. As an illustrative example only, LG induces such acts of infringement

by its affirmative actions of intentionally providing hardware and or software components that when used in their normal and customary way, infringe one or more claims of the ‘704 patent and/or by directly or indirectly providing instructions on how to use its products and/or services in a manner or configuration that infringes one or more claims of the ‘704 patent, including those found at www.LG.com and in product literature.

46. LG has committed and continues to commit contributory infringement by, *inter alia*, knowingly selling products and/or services that when used cause the direct infringement of one or more claims of the ‘704 patent by a third party, and which have no substantial non-infringing uses, or include a separate and distinct component that is especially made or especially adapted for use in infringement of the ‘704 patent and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

47. As a result of LG’s acts of infringement, Plaintiff has suffered and will continue to suffer damages in an amount to be proved at trial.

COUNT IV

(LG’s Infringement of ‘554 Patent)

48. Paragraphs 1- 47 are reincorporated by reference as if fully set forth herein.

49. The elements claimed by the ‘554 patent, taken alone or in combination, were not well-understood, routine or conventional to one of ordinary skill in the art at the time of the invention. Rather, the ‘554 patent provides a technical solution to technical problems.

50. LG has infringed and continues to infringe, literally and/or by the doctrine of equivalents, individually and/or jointly, at least claim 1 of the ‘554 patent by making, using, testing, selling, offering for sale or importing into the Specified Part products and/or services covered by the ‘554 patent, including but not limited to Accused Instrumentalities. As one non-

limiting example, the LG G8X ThinQ infringes the patent. *See, e.g.*, exemplary claim chart Exhibit I, which is incorporated herein by reference.

51. Additionally, LG has been, and currently is, an active inducer of infringement of the '554 patent under 35 U.S.C. § 271(b) and a contributory infringer of the '554 patent under 35 U.S.C. § 271(c) either literally and/or by the doctrine of equivalents.

52. LG has induced and continues to induce infringement of the '554 patent by intending that others use, offer for sale, or sell in the Specified Part, products and/or services covered by the '554 patent, including but not limited to the Accused Instrumentalities. LG provides these products and/or services to others, such as customers, resellers and end-user customers, who, in turn, use, provision for use, offer for sale, or sell in the Specified Part products and/or services that directly infringe one or more claims of the '554 patent.

53. LG has contributed to and continues to contribute to the infringement of the '554 patent by others by knowingly providing products and/or services that when configured result in a system that directly infringes one or more claims of the '554 patent.

54. LG knew of the '554 patent, or should have known of the '554 patent, but was willfully blind to its existence. Upon information and belief, LG has had actual knowledge of the '554 patent since at least as early as the service upon LG of this Complaint.

55. LG has committed and continues to commit affirmative acts that cause infringement of one or more claims of the '554 patent with knowledge of the '554 patent and knowledge or willful blindness that the induced acts constitute infringement of one or more claims of the '554 patent. As an illustrative example only, LG induces such acts of infringement by its affirmative actions of intentionally providing hardware and or software components that when used in their normal and customary way, infringe one or more claims of the '554 patent

and/or by directly or indirectly providing instructions on how to use its products and/or services in a manner or configuration that infringes one or more claims of the '554 patent, including those found at www.LG.com and in product literature.

56. LG has committed and continues to commit contributory infringement by, *inter alia*, knowingly selling products and/or services that when used cause the direct infringement of one or more claims of the '554 patent by a third party, and which have no substantial non-infringing uses, or include a separate and distinct component that is especially made or especially adapted for use in infringement of the '554 patent and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

57. As a result of LG's acts of infringement, Plaintiff has suffered and will continue to suffer damages in an amount to be proved at trial.

PRAYER FOR RELIEF

Plaintiff requests that the Court enter judgment against LG:

- (A) that LG has infringed one or more claims of each of the Asserted Patents, directly and/or indirectly, literally and/or under the doctrine of equivalents;
- (B) awarding damages sufficient to compensate Plaintiff for LG's infringement under 35 U.S.C. § 284;
- (C) finding this case exceptional under 35 U.S.C. § 285 and awarding Plaintiff its reasonable attorneys' fees;
- (D) awarding Plaintiff its costs and expenses incurred in this action;
- (E) awarding Plaintiff prejudgment and post-judgment interest; and
- (F) granting Plaintiff such further relief as the Court deems just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury of all claims so triable under Federal Rule Of Civil Procedure 38.

Date: March 31, 2020

Respectfully submitted,

/s/Derek Gilliland

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COUNSEL for PLAINTIFF

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

IKORONGO TECHNOLOGY LLC and IKORONGO TEXAS LLC,)	
)	
Plaintiffs,)	Civil Action No. 6:20-cv-257
)	
v.)	
)	
LG ELECTRONICS INC., and LG ELECTRONICS U.S.A., INC.,)	
Defendants.)	JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs Ikorongo Technology LLC (“Ikorongo Tech”) and Ikorongo Texas LLC (“Ikorongo TX”) (together “Ikorongo” or “Plaintiffs”) for their complaint against defendants LG Electronics Inc. (“LGEKR”) and LG Electronics U.S.A., Inc. (“LGEUS”) (together “LG” or “Defendants”), hereby alleges as follows:

THE PARTIES

1. Ikorongo Tech is a North Carolina limited liability company having an address at 678 Bear Tree Creek, Chapel Hill, NC 27517.
2. Ikorongo TX is a Texas limited liability company having an address at 678 Bear Tree Creek, Chapel Hill, NC 27517.
3. Upon information and belief, Defendant LGEKR is a corporation organized under the laws of South Korea, with its principal place of business at LG Twin Towers, 128 Yeoui-daero, Yeongdungpo-gu, Seoul, 07366, South Korea.

4. Upon information and belief, Defendant LGEUS is a corporation organized under the laws of the State of Delaware, with regular and established places of business in Texas at least at 9420 Research Blvd, Austin, Texas 78759; 21251-2155 Eagle Parkway, Fort Worth, Texas 76177; and 14901 Beach St, Fort Worth, TX 76177.

5. Defendant LGEUS merged with LG Electronics MobileComm U.S.A., Inc., on August 1, 2018, and has stated that it assumed all rights and responsibilities of LG Electronics MobileComm U.S.A., Inc. *3G Licensing S.A., et al. v. LG Electronics, Inc., et al.*, Case No. 1:17-cv-00085-LPS (D. Del.) at Dkt. 144.

JURISDICTION

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

7. This Court has general personal jurisdiction over LG because LG is engaged in substantial and not isolated activity at its regular and established places of business within this judicial district. This Court has specific jurisdiction over LG because LG has committed acts of infringement giving rise to this action and has established more than minimum contacts within this judicial district, such that the exercise of jurisdiction over LG in this Court would not offend traditional notions of fair play and substantial justice. LG, directly and through subsidiaries or intermediaries, has committed and continues to commit acts of infringement of Ikorongo's rights in the Asserted Patents in this District by, among other things, making, using, offering to sell, selling, and importing products and/or services that infringe the Asserted Patents.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400(b). Defendants are registered to do business in Texas, and upon information and belief, LG has

transacted business in this District and has committed acts of direct and indirect infringement in this District by, among other things, making, using, offering to sell, selling, and importing products and/or services that infringe the Asserted Patents. LG has regular and established places of business in this District, including at 9420 Research Blvd, Austin

FACTUAL BACKGROUND

9. This action concerns U.S. Patent Numbers RE 41,450 (the ‘450 Patent), RE 45,543 (the ‘543 Patent), RE 47,704 (the ‘704 Patent), and 8,874,554 (the ‘554 Patent), (collectively the “Asserted Patents”), true and correct copies of which are attached as Exhibits A, B, C, and D, respectively.

10. Ikorongo TX, pursuant to the principles of *Waterman v. Mackenzie*, 138 U.S. 252 (1891) and 35 U.S.C. §261, is the owner of the exclusive right under the Asserted Patents within and throughout a specified part of the United States (“the Specified Part”) that includes specific counties within the present judicial district, including the right to sue for past, present and future infringement and damages thereof.

11. Ikorongo Tech is the owner of the entire right, title and interest in the Asserted Patents, including the exclusive right under the Asserted Patents, within and throughout all parts of the United States and world not included in the Specified Part, including the right to sue for past, present and future infringement and damages thereof. This includes at least one county within the present judicial district.

12. Together Ikorongo TX and Ikorongo Tech own the entire right, title and interest in the Asserted Patents, including the right to sue for past, present and future infringement and damages thereof, throughout the entire United States and world.

13. Each of the '450 Patent, the '543 Patent and the '704 Patent is a Reissue Patent of U.S. Patent No. 7,080,139 (the '139 Patent). The '139 Patent, entitled "Method and Apparatus for Selectively Sharing and Passively Tracking Communication Device Experiences" was filed on April 24, 2001 as U.S. Patent Application No. 09/841,475. It was duly and legally issued by the U.S. Patent and Trademark Office (PTO) on July 18, 2006. It received 597 days of patent term extension. A true and correct copy of the '139 Patent is attached as Exhibit E.

14. The '450 Patent was filed as Reissue Application 12/172,518 on July 14, 2008. It was duly and legally reissued by the PTO on July 20, 2010.

15. The '543 Patent was filed as Reissue Application 13/894,009 on May 14, 2013. It was duly and legally reissued by the PTO on June 2, 2015.

16. The '704 Patent was filed as Reissue Application 14/577,746 on December 19, 2014. It was duly and legally reissued by the PTO on November 5, 2019.

17. The '554 Patent, entitled "Turnersphere" was filed on November 1, 2013 as U.S. Application 14/069,761. It was duly and legally issued by the PTO on October 28, 2014.

18. The elements claimed by Asserted Patents, taken alone or in combination, were not well-understood, routine or conventional to one of ordinary skill in the art at the times of their respective invention.

COUNT I

(LG's Infringement of the '450 Patent)

19. Paragraphs 1- 18 are reincorporated by reference as if fully set forth herein.

20. The elements claimed by the '450 patent, taken alone or in combination, were not well-understood, routine or conventional to one of ordinary skill in the art at the time of the invention. Rather, the '450 patent provides a technical solution to technical problems.

21. LG has infringed and continues to infringe, literally and/or by the doctrine of equivalents, individually and/or jointly, at least claim 67 of the '450 patent by making, using, testing, selling, offering for sale or importing into the United States products and/or services covered by the '450 patent. LG's products and/or services that infringe the '450 patent include, but are not limited to, LG smart phones and tablets with GPS capabilities -- such as LG's smartphone lines including the LG V series, G series, including but not limited to the LG G8x ThinQ -- and any other LG products and/or services, either alone or in combination, that operate in substantially the same manner ("the Accused Instrumentalities"). As one non-limiting example, use of LG G8X ThinQ, including during testing, repair and corporate use, includes a computer-implemented method of sharing computer usage experiences as claimed. *See, e.g.*, exemplary claim chart Exhibit F, which is incorporated herein by reference.

22. Additionally, LG has been, and currently is, an active inducer of infringement of the '450 patent under 35 U.S.C. § 271(b) and a contributory infringer of the '450 patent under 35 U.S.C. § 271(c) either literally and/or by the doctrine of equivalents.

23. LG has induced and continues to induce infringement of the '450 patent by intending that others use, offer for sale, or sell in the United States, products and/or services covered by the '450 patent, including but not limited to the Accused Instrumentalities. LG provides these products and/or services to others, such as customers, resellers and end-user customers, who, in turn, use, provision for use, offer for sale, or sell in the United States products and/or services that directly infringe one or more claims of the '450 patent.

24. LG has contributed to and continues to contribute to the infringement of the '450 patent by others by knowingly providing products and/or services that when configured result in a system that directly infringes one or more claims of the '450 patent.

25. LG knew of the '450 patent, or should have known of the '450 patent, but was willfully blind to its existence. Upon information and belief, LG has had actual knowledge of the '450 patent since at least as early as the service upon LG of this Complaint.

26. LG has committed and continues to commit affirmative acts that cause infringement of one or more claims of the '450 patent with knowledge of the '450 patent and knowledge or willful blindness that the induced acts constitute infringement of one or more claims of the '450 patent. As an illustrative example only, LG induces such acts of infringement by its affirmative actions of intentionally providing hardware and or software components that when used in their normal and customary way, infringe one or more claims of the '450 patent and/or by directly or indirectly providing instructions on how to use its products and/or services in a manner or configuration that infringes one or more claims of the '450 patent, including those found at www.LG.com and in product literature.

27. LG has committed and continues to commit contributory infringement by, *inter alia*, knowingly selling products and/or services that when used cause the direct infringement of one or more claims of the '450 patent by a third party, and which have no substantial non-infringing uses, or include a separate and distinct component that is especially made or especially adapted for use in infringement of the '450 patent and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

28. As a result of LG's acts of infringement, Plaintiffs have suffered and will continue to suffer damages in an amount to be proved at trial.

COUNT II

(LG's Infringement of '543 Patent)

29. Paragraphs 1- 28 are reincorporated by reference as if fully set forth herein.

30. The elements claimed by the '543 patent, taken alone or in combination, were not well-understood, routine or conventional to one of ordinary skill in the art at the time of the invention. Rather, the '543 patent provides a technical solution to technical problems.

31. LG has infringed and continues to infringe, literally and/or by the doctrine of equivalents, individually and/or jointly, at least claim 45 of the '543 patent by making, using, testing, selling, offering for sale or importing into the United States products and/or services covered by the '543 patent, including but not limited to Accused Instrumentalities. As one non-limiting example, the LG G8X ThinQ meets the claim. *See, e.g.*, exemplary claim chart Exhibit G, which is incorporated herein by reference.

32. Additionally, LG has been, and currently is, an active inducer of infringement of the '543 patent under 35 U.S.C. § 271(b) and a contributory infringer of the '543 patent under 35 U.S.C. § 271(c) either literally and/or by the doctrine of equivalents.

33. LG has induced and continues to induce infringement of the '543 patent by intending that others use, offer for sale, or sell in the United States, products and/or services covered by the '543 patent, including but not limited to the Accused Instrumentalities. LG provides these products and/or services to others, such as customers, resellers and end-user customers, who, in turn, use, provision for use, offer for sale, or sell in the United States products and/or services that directly infringe one or more claims of the '543 patent.

34. LG has contributed to and continues to contribute to the infringement of the '543 patent by others by knowingly providing products and/or services that when configured result in a system that directly infringes one or more claims of the '543 patent.

35. LG knew of the '543 patent, or should have known of the '543 patent, but was willfully blind to its existence. Upon information and belief, LG has had actual knowledge of the '543 patent since at least as early as the service upon LG of this Complaint.

36. LG has committed and continues to commit affirmative acts that cause infringement of one or more claims of the '543 patent with knowledge of the '543 patent and knowledge or willful blindness that the induced acts constitute infringement of one or more claims of the '543 patent. As an illustrative example only, LG induces such acts of infringement by its affirmative actions of intentionally providing hardware and or software components that when used in their normal and customary way, infringe one or more claims of the '543 patent and/or by directly or indirectly providing instructions on how to use its products and/or services in a manner or configuration that infringes one or more claims of the '543 patent, including those found at www.LG.com and in product literature.

37. LG has committed and continues to commit contributory infringement by, *inter alia*, knowingly selling products and/or services that when used cause the direct infringement of one or more claims of the '543 patent by a third party, and which have no substantial non-infringing uses, or include a separate and distinct component that is especially made or especially adapted for use in infringement of the '543 patent and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

38. As a result of LG's acts of infringement, Plaintiffs have suffered and will continue to suffer damages in an amount to be proved at trial.

COUNT III

(LG's Infringement of '704 Patent)

39. Paragraphs 1- 38 are reincorporated by reference as if fully set forth herein.

40. The elements claimed by the '704 patent, taken alone or in combination, were not well-understood, routine or conventional to one of ordinary skill in the art at the time of the invention. Rather, the '704 patent provides a technical solution to technical problems.

41. LG has infringed and continues to infringe, literally and/or by the doctrine of equivalents, individually and/or jointly, at least claim 48 of the '704 patent by making, using, testing, selling, offering for sale or importing into the United States products and/or services covered by the '704 patent, including but not limited to Accused Instrumentalities. As one non-limiting example, the LG G8X ThinQ infringes the patent. *See, e.g.*, exemplary claim chart Exhibit H, which is incorporated herein by reference.

42. Additionally, LG has been, and currently is, an active inducer of infringement of the '704 patent under 35 U.S.C. § 271(b) and a contributory infringer of the '704 patent under 35 U.S.C. § 271(c) either literally and/or by the doctrine of equivalents.

43. LG has induced and continues to induce infringement of the '704 patent by intending that others use, offer for sale, or sell in the United States, products and/or services covered by the '704 patent, including but not limited to the Accused Instrumentalities. LG provides these products and/or services to others, such as customers, resellers and end-user customers, who, in turn, use, provision for use, offer for sale, or sell in the United States products and/or services that directly infringe one or more claims of the '704 patent.

44. LG has contributed to and continues to contribute to the infringement of the '704 patent by others by knowingly providing products and/or services that when configured result in a system that directly infringes one or more claims of the '704 patent.

45. LG knew of the '704 patent, or should have known of the '704 patent, but was willfully blind to its existence. Upon information and belief, LG has had actual knowledge of the '704 patent since at least as early as the service upon LG of this Complaint.

46. LG has committed and continues to commit affirmative acts that cause infringement of one or more claims of the '704 patent with knowledge of the '704 patent and knowledge or willful blindness that the induced acts constitute infringement of one or more claims of the '704 patent. As an illustrative example only, LG induces such acts of infringement by its affirmative actions of intentionally providing hardware and or software components that when used in their normal and customary way, infringe one or more claims of the '704 patent and/or by directly or indirectly providing instructions on how to use its products and/or services in a manner or configuration that infringes one or more claims of the '704 patent, including those found at www.LG.com and in product literature.

47. LG has committed and continues to commit contributory infringement by, *inter alia*, knowingly selling products and/or services that when used cause the direct infringement of one or more claims of the '704 patent by a third party, and which have no substantial non-infringing uses, or include a separate and distinct component that is especially made or especially adapted for use in infringement of the '704 patent and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

48. As a result of LG's acts of infringement, Plaintiffs have suffered and will continue to suffer damages in an amount to be proved at trial.

COUNT IV

(LG's Infringement of '554 Patent)

49. Paragraphs 1- 48 are reincorporated by reference as if fully set forth herein.

50. The elements claimed by the '554 patent, taken alone or in combination, were not well-understood, routine or conventional to one of ordinary skill in the art at the time of the invention. Rather, the '554 patent provides a technical solution to technical problems.

51. LG has infringed and continues to infringe, literally and/or by the doctrine of equivalents, individually and/or jointly, at least claim 1 of the '554 patent by making, using, testing, selling, offering for sale or importing into the United States products and/or services covered by the '554 patent, including but not limited to Accused Instrumentalities. As one non-limiting example, the LG G8X ThinQ infringes the patent. *See, e.g.*, exemplary claim chart Exhibit I, which is incorporated herein by reference.

52. Additionally, LG has been, and currently is, an active inducer of infringement of the '554 patent under 35 U.S.C. § 271(b) and a contributory infringer of the '554 patent under 35 U.S.C. § 271(c) either literally and/or by the doctrine of equivalents.

53. LG has induced and continues to induce infringement of the '554 patent by intending that others use, offer for sale, or sell in the United States, products and/or services covered by the '554 patent, including but not limited to the Accused Instrumentalities. LG provides these products and/or services to others, such as customers, resellers and end-user customers, who, in turn, use, provision for use, offer for sale, or sell in the United States products and/or services that directly infringe one or more claims of the '554 patent.

54. LG has contributed to and continues to contribute to the infringement of the '554 patent by others by knowingly providing products and/or services that when configured result in a system that directly infringes one or more claims of the '554 patent.

55. LG knew of the '554 patent, or should have known of the '554 patent, but was willfully blind to its existence. Upon information and belief, LG has had actual knowledge of the '554 patent since at least as early as the service upon LG of this Complaint.

56. LG has committed and continues to commit affirmative acts that cause infringement of one or more claims of the '554 patent with knowledge of the '554 patent and knowledge or willful blindness that the induced acts constitute infringement of one or more claims of the '554 patent. As an illustrative example only, LG induces such acts of infringement by its affirmative actions of intentionally providing hardware and or software components that when used in their normal and customary way, infringe one or more claims of the '554 patent and/or by directly or indirectly providing instructions on how to use its products and/or services in a manner or configuration that infringes one or more claims of the '554 patent, including those found at www.LG.com and in product literature.

57. LG has committed and continues to commit contributory infringement by, *inter alia*, knowingly selling products and/or services that when used cause the direct infringement of one or more claims of the '554 patent by a third party, and which have no substantial non-infringing uses, or include a separate and distinct component that is especially made or especially adapted for use in infringement of the '554 patent and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

58. As a result of LG's acts of infringement, Plaintiffs have suffered and will continue to suffer damages in an amount to be proved at trial.

PRAYER FOR RELIEF

Plaintiffs request that the Court enter judgment against LG:

- (A) that LG has infringed one or more claims of each of the Asserted Patents, directly and/or indirectly, literally and/or under the doctrine of equivalents;
- (B) awarding damages sufficient to compensate Plaintiffs for LG's infringement under 35 U.S.C. § 284;
- (C) finding this case exceptional under 35 U.S.C. § 285 and awarding Plaintiffs their reasonable attorneys' fees;
- (D) awarding Plaintiffs' their costs and expenses incurred in this action;
- (E) awarding Plaintiffs prejudgment and post-judgment interest; and
- (F) granting Plaintiffs such further relief as the Court deems just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury of all claims so triable under Federal Rule Of Civil Procedure 38.

Date: April 1, 2020

Respectfully submitted,

/s/Derek Gilliland

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COUNSEL for PLAINTIFFS

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

IKORONGO TECHNOLOGY LLC and
IKORONGO TEXAS LLC,

Plaintiffs,

v.

LG ELECTRONICS INC., and LG
ELECTRONICS U.S.A., INC.,

Defendants.

Civil Action No. 6:20-cv-257-ADA

JURY TRIAL DEMANDED

**DEFENDANTS' OPPOSED MOTION TO TRANSFER TO THE NORTHERN
DISTRICT OF CALIFORNIA UNDER 28 U.S.C. § 1404(a)**

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I. INTRODUCTION

Pursuant to 28 U.S.C. § 1404(a), Defendants LG Electronics Inc. and LG Electronics U.S.A., Inc. (collectively, “LG”) seek transfer of this action to the Northern District of California (“NDCA”). The private and public interest factors courts deem most important—convenience for witnesses, particularly third-party witnesses, compulsory process for third parties, and the location of evidence—all weigh in favor of transfer. Indeed, this Court recently granted LG’s motion to transfer in *Parus Holdings* under similar circumstances. *See Parus Holdings Inc. v. LG Elecs. Inc.*, No. 6:19-CV-00432-ADA, 2020 WL 4905809 (W.D. Tex. Aug. 20, 2020).

Transfer to the NDCA is clearly more convenient. While Plaintiffs Ikorongo Technology LLC and Ikorongo Texas LLC (collectively, “Ikorongo”) allege infringement against smartphones sold by LG, Ikorongo’s infringement contentions are directed at functionality found in the Google Maps, Google+, Google Play Music, YouTube Music, and AT&T Secure Family applications (collectively, the “Accused Applications”) running on those smartphones. For three out of the five applications, the accused features were developed in the NDCA: Google Maps, Google+, and AT&T Secure Family. The accused features in Google Play Music and YouTube Music were primarily developed in New York City. *None* of the Accused Applications were developed in the Western District of Texas (“WDTX”). Moreover, two of the named inventors of the four asserted patents currently reside in the NDCA, and no named inventors or other third-party witnesses appear to be located in the WDTX. Because the location of the third parties and evidence in the NDCA strongly favor transfer, this action should be transferred to the NDCA.

II. FACTUAL BACKGROUND

A. Ikorongo’s Allegations Are Directed At Third-Party Applications

Ikorongo alleges that LG’s smartphones and tablets infringe four patents—U.S. Patent Nos. RE41,450 (the “450 Patent”); RE45,543 (the “543 Patent”); RE47,704 (the “704 Patent”); and

8,874,554 (the “’554 Patent”) (collectively, “Asserted Patents”). The three reissue patents are directed to users sharing visited geographic location data with a group of other users using mobile devices. Am. Compl., ECF No. 2, Exs. F-H. The ’554 Patent is directed to providing location-based media recommendations. Am. Compl., ECF No. 2, Ex. I.

Ikorongo’s preliminary infringement contentions, served on August 8, 2020, make clear that its allegations rely on functionality found in the Accused Applications. *See* Lau Decl., Ex. 1 (Ikorongo Infringement Contentions Cover Pleading) at 1, 3-4, 6. Indeed, Ikorongo’s allegations concern devices “preloaded” with the Accused Applications. *Id.*

B. Google is Located in the NDCA

Third-party Google, LLC (“Google”) is a Delaware limited liability company with its principal place of business in Mountain View in the NDCA. Declaration of Daniel S. Friedland in Support of Defendants’ Motion to Transfer (“Friedland Decl.”) ¶ 2. Google’s headquarters, which includes offices in Sunnyvale and San Francisco (collectively referred to as “Bay Area”), is the strategic center of Google’s business. *Id.*

Google’s employees knowledgeable about the accused Google Maps and Google+ features are based in the NDCA. *Id.* ¶¶ 4-8. For example, the engineer who leads a team working on location sharing for Google Maps is based in Mountain View, along with her team members. *Id.* ¶ 5. Another engineer who leads a team working on Android location infrastructure and his team members are also based in Mountain View. *Id.* Additionally, the team of engineers that developed and supported the accused Google+ features were located in Mountain View. *Id.* ¶¶ 7-8. Google is unaware of any employees located in the WDTX who have worked on the accused Google Maps and Google+ functionality. *Id.* ¶¶ 5, 8.

Google’s employees knowledgeable about the accused Google Play Music and YouTube Music features are located primarily in New York City, with team members also located in Seattle

and Mountain View. *Id.* ¶¶ 9-10. For example, one engineer who has worked on the accused Google Play Music and YouTube Music features is currently based in Seattle, Washington, but belongs to a broader team of engineers, most of whom are based in New York City. *Id.* ¶ 10. Google is unaware of any employees who have worked on the accused Google Play Music and YouTube Music functionality and are located in the WDTX. *Id.*

C. Relevant LG Employees and Documents Are Not in This District

Defendant LG Electronics, Inc. (“LGEKR”) is a corporation founded under the laws of Korea with its principal place of business in Korea. Declaration of JuSeong Ryu in Support of Defendants’ Motion to Transfer (“Ryu Decl.”) ¶ 6. All of LGEKR’s design, engineering, and manufacturing work for the accused LG devices is done outside the United States, mostly in Korea. *Id.* LGEKR does not have offices in the United States, and therefore its technical documents are also located outside of the United States. *Id.* ¶ 14.

Defendant LG Electronics U.S.A., Inc. (“LGEUS”) is a corporation founded under the laws of Delaware with its principal place of business in Englewood Cliffs, New Jersey. *Id.* ¶ 7. LGEUS has offices in Santa Clara and San Francisco in the NDCA, where it has about 120 employees, including employees responsible for LG’s relationship with third-parties such as Google as it relates to incorporation of the Accused Applications into LG products. *Id.* ¶ 16. For example, the LG team responsible for ensuring that LG’s devices, including the accused devices, properly run Android, are located in Santa Clara. *Id.* This team regularly communicates and interacts with Google personnel located in Google’s Mountain View headquarters. *Id.* LGEKR employees also regularly travel to LGEUS’s San Francisco Bay Area offices to coordinate with LGEUS and Google regarding incorporation of the Accused Applications into LG products. *Id.* ¶ 17.

No employees of any LG entity control the design and development of any features of the Accused Applications. *Id.* ¶ 8. Nor does any LG entity have any employees that modify any

aspect of the source code for the Accused Applications. *Id.* ¶ 9. LG has no non-public technical documents relating to the Accused Applications. *Id.* ¶ 10.

D. AT&T Secure Family Was Researched, Designed, and Developed in the NDCA

Based on publicly available information, it appears that AT&T’s Secure Family was researched, designed, and developed by third-party Location Labs at its headquarters in Emeryville, California within the NDCA. Lau Decl., Ex. 2 (Location Labs by Avast Blog); Ex 3 (Shanna Jan Resume); Ex. 4 (Location Labs Crunchbase Webpage). A team of approximately 30 engineers at Location Labs researched, designed, and developed Secure Family. Lau Decl., Ex. 2 (Location Labs by Avast Blog). Location Labs was later acquired by Avast Software s.r.o. (“Avast”). Lau Decl., Ex. 4 (Location Labs Crunchbase Webpage). Avast currently has four U.S. offices, two of which are in NDCA—Avast’s Silicon Valley and Emeryville offices. Lau Decl., Ex. 5 (Avast Contacts Webpage). Avast does not have any offices in Texas. *Id.* Moreover, although AT&T is headquartered in Dallas, Texas, it appears they did not develop Secure Family, as detailed above. Instead, the lead app developer for Secure Family is a Location Labs employee located in Merced, California. Lau Decl., Ex. 6 (Secure Family Lead LinkedIn Profile).

E. Named Inventors Are Located in the NDCA

There are six named inventors in the Asserted Patents. Two of them, Brady Bruce and Michael Mitchell, currently reside in the NDCA in San Francisco and Santa Cruz, California, respectively. Lau Decl. ¶ 8. None of the named inventors currently reside in or near WDTX. *Id.*

III. LEGAL STANDARD

Under 28 U.S.C. § 1404(a), “For the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it

might have been brought” 28 U.S.C. § 1404(a). “The preliminary question under § 1404(a) is whether a civil action ‘might have been brought’ in the destination venue.” *In re Volkswagen of Am., Inc.*, 545 F.3d 304, 312 (5th Cir. 2008) (*Volkswagen II*) (quoting 28 U.S.C. § 1404(a)).

“The determination of ‘convenience’ turns on a number of public and private interest factors, none of which can be said to be of dispositive weight.” *Action Indus., Inc. v. U.S. Fid. & Guar. Co.*, 358 F.3d 337, 340 (5th Cir. 2004). The private factors include: “(1) the relative ease of access to sources of proof; (2) the availability of compulsory process to secure the attendance of witnesses; (3) the cost of attendance for willing witnesses; and (4) all other practical problems that make trial of a case easy, expeditious and inexpensive.” *In re Volkswagen AG*, 371 F.3d 201, 203 (5th Cir. 2004) (*Volkswagen I*). The public factors include: “(1) the administrative difficulties flowing from court congestion; (2) the local interest in having localized interests decided at home; (3) the familiarity of the forum with the law that will govern the case; and (4) the avoidance of unnecessary problems of conflict of laws of the application of foreign law.” *Id.*

IV. THIS CASE COULD HAVE BEEN FILED IN THE NDCA

A patent infringement case may be brought in “the judicial district where the defendant resides, or where the defendant has committed acts of infringement and has a regular and established place of business.” 28 U.S.C. § 1400(b). LGEUS has offices in the NDCA with over 120 employees. Additionally, LGEKR is a foreign corporation, so venue is proper in any district, including the NDCA,. 28 U.S.C. § 1391(c)(3). And because LGEKR employees regularly travel to the NDCA, the NDCA has personal jurisdiction over LGEKR. Thus, these cases could have been brought in the NDCA.

V. THE NDCA IS THE MOST CONVENIENT FORUM FOR THIS CASE

A. The Private Interest Factors Heavily Favor Transfer to the NDCA

1. The Relative Access to Sources of Proof

“[T]he sources of proof requirement is a meaningful factor” in the transfer analysis. *In re Volkswagen of Am., Inc.*, 545 F.3d 304, 316 (5th Cir. 2008) (*Volkswagen II*). To determine the ease of access to sources of proof, the Court should look at “the location where the allegedly infringing products were researched, designed, developed and tested.” *XY, LLC v. Trans Ova Genetics, LC*, No. 16-CA-00447-RP, 2017 WL 5505340, at *13 (W.D. Tex. Apr. 5, 2017).

This factor heavily favors transfer because the greatest volume of evidence is in the NDCA with Google and other key third-parties. As discussed in Section II.A above, Ikorongo’s infringement allegations focus on features in the Accused Applications. A significant number of the development activities related to the accused features in Google Maps and Google+ occurred at Google’s Mountain View headquarters. Friedland Decl. ¶¶ 4-8. And nearly all the documents that relate to the development or operation of these applications, including highly confidential proprietary source code, are either physically present in or electronically accessible from Google’s offices within the NDCA. *Id.* ¶¶ 4, 7. In addition, based on publicly available information, it appears that Secure Family was researched, designed, and developed by third-party Location Labs from its Emeryville, California headquarters. *See* Section II.D, *supra*. Secure Family witnesses and documents are thus also likely to be in the NDCA. While some witnesses for Google Play Music and YouTube Music are in Seattle and New York, none are in the WDTX. Friedland Decl. ¶¶ 9-10.

Moreover, “[i]n patent infringement cases, the bulk of the relevant evidence usually comes from the accused infringer.” *In re Genentech, Inc.*, 566 F.3d 1338, 1345 (Fed. Cir. 2009). LG’s relevant witnesses are located in the NDCA, as discussed in detail in Section II.C. Although

LGEUS is headquartered in New Jersey, LGEUS's employees that are responsible for LG's relationship with third-parties like Google as it relates to incorporation of the Accused Applications into LG products are located in the NDCA. Ryu Decl. ¶ 16.

And while LG has offices in Austin, the relevant inquiry is whether it has a presence that is related to the litigation. *See DataQuill, Ltd. v. Apple Inc.*, No. A-13-CA-706-SS, 2014 WL 2722201, at *5 (W.D. Tex. June 13, 2014) (granting transfer from the WDTX to the NDCA because "[t]here is no dispute [defendant] has a presence in this district, but that presence is unrelated to this litigation"). None of LG's employees with responsibilities for the accused functionality in the Accused Applications are located in Austin. Ryu Decl. ¶¶ 8-10. Defendants are also unaware of any Austin-based AT&T or Google employees involved in the research or design of the Accused Applications.

While Ikorongo Texas LLC has not yet identified any relevant evidence in WDTX, any such limited evidence is greatly outweighed by the relevant evidence located in the NDCA. *See In re Genentech, Inc.*, 566 F.3d at 1345. The relative ease of access of proof heavily favors transfer.

2. The Availability of Compulsory Process to Secure the Attendance of Witnesses

When deciding a transfer motion, the Court considers the availability of compulsory process to secure the attendance of witnesses, particularly non-party witnesses whose attendance may need to be secured by a court order. *In re Volkswagen of Am., Inc.*, 545 F.3d 304, 316 (5th Cir. 2008) (*Volkswagen II*). A court may subpoena a witness to attend trial only "within 100 miles of where the person resides, is employed, or regularly transacts business in person." Fed. R. Civ. P. 45(c)(1)(A).

The availability of compulsory process weighs heavily in favor of transfer. As discussed above in connection with the first factor, the vast majority of third-party witnesses who may testify reside in the NDCA. No identifiable witnesses reside in WDTX or are subject to the Court's subpoena power. Accordingly, this factor weighs heavily in favor of a transfer.

3. The Convenience of Third-Party Witnesses and Party Witnesses Strongly Favors Transfer

“The convenience of witnesses is the single most important factor in the transfer analysis.” *Parus Holdings Inc. v. LG Elecs. Inc.*, No. 6:19-CV-00432-ADA, 2020 WL 4905809, at *5 (W.D. Tex. Aug. 20, 2020) (citing *In re Genentech, Inc.*, 566 F.3d at 1342). “The Court gives the convenience of party witnesses little weight.” *Id.*

The convenience of witnesses weighs strongly in favor of transfer to NDCA. As detailed in Section II.B, the majority of key third-party witnesses reside in the NDCA, Seattle, and New York, while none reside in or even near this District. If this case remains in WDTX, those witnesses will need to fly and/or drive to Waco, Texas for trial and any hearings that require their testimony. Flying multiple employees to Waco and providing food, lodging, and transportation is unduly expensive. These inconveniences are easily avoided by transferring this action to the NDCA, where many third-party witnesses can drive less than 50 miles to any court proceeding and return home afterwards. Lau Decl. ¶ 7.

The lost productivity and interruption to the witnesses' daily and personal lives due to the time they will spend traveling also greatly weighs in favor of transfer. *See In re Volkswagen of Am.*, 545 F.3d at 317 (“Witnesses not only suffer monetary costs, but also the personal costs associated with being away from work, family, and community.”). The shortest commercial flights to Waco from the Bay Area require around 5 hours and 15 minutes of air travel (including a one hour layover in Dallas), not to mention time spent getting to, from, and waiting at the airport. As

this Court has recognized, “the task of scheduling fact witnesses so as to minimize the time when they are removed from their regular work or home responsibilities gets increasingly difficult and complicated when the travel time from their home or work site to the court facility is five or six hours one-way as opposed to 30 minutes or an hour.” *Wet Sounds, Inc. v. Audio Formz, LLC*, No. A-17-CV-141-LY, 2017 WL 4547916, at *3 (W.D. Tex. Oct. 11, 2017), report and recommendation adopted, No. 1:17-CV-141-LY, 2018 WL 1219248 (W.D. Tex. Jan. 22, 2018).

For any third-party witnesses that do not reside in the NDCA, adding flight time to the Bay Area is insignificant when compared to the cost of requiring Google and other third-party inventors to travel to Waco. These witnesses will already need food, lodging, and transportation in Waco because none reside in WDTX. Furthermore, the Federal Circuit has recently explained that “[t]he comparison between the transferor and transferee forums is not altered by the presence of other witnesses and documents in places outside both forums.” *In re Adobe Inc.*, No. 2020-126, 2020 WL 4308164, at *3 (Fed. Cir. July 28, 2020). Accordingly, any argument that other third parties who live outside of WDTX may be inconvenienced by a transfer does not withstand scrutiny.

Moreover, LGEUS’s relevant party witnesses reside in the NDCA. It is also much more convenient for LGEKR Korea-based witnesses to travel to the Bay Area than to Waco, Texas, which requires over 17 hours of travel and multiple flights. Lau Decl. ¶¶ 5-6. While Waco may be more convenient for Ikorongo, it is improper for a court to use “its central location as a consideration in the absence of witnesses within the plaintiff’s choice of venue.” *In re Genentech, Inc.*, 566 F.3d at 1344. This factor weighs in favor of transfer. *Parus Holdings Inc.*, 2020 WL 4905809, at *6 (W.D. Tex. Aug. 20, 2020).

4. All Other Practical Problems That Make Trial of a Case Easy, Expeditious, and Inexpensive

There are no practical problems associated with transfer. This case is in its infancy. The *Markman* hearing will not occur for five months, on February 5, 2021. Thus, transfer at this point would not cause delays. This factor is neutral.

B. The Public Interest Factors Favor Transfer

The public interest factors also weigh in favor of transfer. NDCA has a strong local interest in this dispute: LG integrates the Accused Applications into its products in the NDCA, and three of the Accused Applications, Google Maps, Google+, and AT&T Secure Family were developed in the NDCA. By contrast, the WDTX has little local interest in this dispute. Public records indicate Ikorongo Texas LLC was just recently incorporated in Texas on February 26, 2020, only weeks before it filed suit against LG. Lau Decl., Ex. 13. And the Amended Complaint provides the same North Carolina address for both Ikorongo Technology LLC and Ikorongo Texas, LLC, indicating that neither entity, including Ikorongo Texas, LLC, is based in the WDTX. Am. Compl., ECF No. 2 at ¶¶ 1-2. Moreover, although this Court may be able to try the case earlier than a court in the NDCA, “time to trial appears to be the most speculative” of the factors in the transfer analysis. *In re Genentech, Inc.*, 566 F.3d 1338, 1347 (Fed. Cir. 2009); *see also In re Adobe Inc.*, No. 2020-126, 2020 WL 4308164, at *3 (Fed. Cir. July 28, 2020) (“Nothing about [a] court’s general ability to set a schedule directly speaks to that issue.”). The familiarity with governing law and conflict of laws factors are neutral as both NDCA and this District are familiar with, and will apply, federal patent law.

VI. CONCLUSION

For the foregoing reasons, LG respectfully requests the Court transfer this case to NDCA.

Dated: September 11, 2020

/s/ J. Mark Mann

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CERTIFICATE OF CONFERENCE

Pursuant to Local Rule CV-7(i), counsel for LG conferred with counsel for Ikorongo on September 9, 2020, in a good-faith effort to resolve the matter presented herein and counsel for Ikorongo stated that it opposed the motion.

/s/ J. Mark Mann

Mark Mann

CERTIFICATE OF SERVICE

Pursuant to the Federal Rules of Civil Procedure and Local Rule CV-5, I hereby certify that, on September 11, 2020, all counsel of record who have appeared in this case are being served with a copy of the foregoing via the Court's CM/ECF system.

/s/ J. Mark Mann

Mark Mann

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

IKORONGO TECHNOLOGY LLC and
IKORONGO TEXAS LLC,

Plaintiffs,

v.

SAMSUNG ELECTRONICS CO., LTD., and
SAMSUNG ELECTRONICS AMERICA,
INC.,

Defendants.

Civil Action No. 6:20-cv-259-ADA

JURY TRIAL DEMANDED

**DECLARATION OF JEFFREY LAU IN SUPPORT OF DEFENDANTS' MOTION TO
TRANSFER TO THE NORTHERN DISTRICT OF CALIFORNIA**

I, Jeffrey Lau, declare and state as follows:

1. I am a Counsel at O'Melveny & Myers LLP, located at 400 South Hope Street, 18th Floor, Los Angeles, California 90071. I represent Defendants Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. (collectively, "Samsung") in this action. I submit this Declaration in support of Defendants' Opposed Motion to Transfer to the Northern District of California, and I make this declaration based upon my personal knowledge.

2. I looked for flight times from the San Francisco International Airport (SFO) to the Waco Regional Airport (ACT) and also from the San Jose Airport (SJC) to the Waco Regional Airport (ACT). I found that there were no direct flights. I found that the shortest commercial flights from SFO to ACT require approximately 5 hours and 19 minutes of travel time one-way including about an hour and 4 minute layover, and the shortest commercial flights from SJC to ACT require approximately 5 hours and 19 minutes of travel time including about an hour and 6 minute layover. I also looked up flight prices from SFO and SJC to ACT. I found that prices for these flights begin at approximately at \$298 round-trip. *See Exhibits 14-15.*

3. I looked for flight times from the John F. Kennedy International Airport (JFK) to ACT and also from LaGuardia Airport (LGA) to ACT. I found that there were no direct flights. I found that the shortest commercial flights from JFK to ACT require approximately 9 hours and 49 minutes of travel time one-way, including two layovers of approximately 2 hours and 55 minutes and 1 hour and 36 minutes. I found that the shortest commercial flights from LGA to ACT require approximately 5 hours and 19 of travel time one-way, including one layover of about 44 minutes. I also looked up flight prices from JFK and LGA to ACT. I found that prices for these flights begin at approximately \$335 round-trip. *See Exhibits 16-17.*

4. I looked up flight times from JFK to SFO. I found that the shortest commercial

flights from JFK to SFO are direct flights that require approximately 6 hours and 16 minutes of travel time one-way. I also looked up flight prices from JFK to SFO. I found that prices for these flights begin at approximately \$197 round-trip. *See* Exhibit 18.

5. I looked up the flight times from the Incheon International Airport (ICN) in Korea to ACT. I found that the shortest commercial flights require approximately 17 hours and 49 minutes of travel time one-way, including one layover of approximately 3 hours and 40 minutes. I also looked at flight prices from ICN to ACT. Flights from ICN to ACT begin at approximately \$722. *See* Exhibit 19.

6. I looked up flight times from ICN to SFO. I found that the shortest commercial flights are direct flights that require approximately 10 hours and 35 minutes of travel time one-way. I also looked up flight prices from ICN to SFO. I found that prices for these flights begin at approximately \$655 round-trip. *See* Exhibit 20.

7. I looked up the distance between Google's Mountain View headquarters and the Phillip Burton Federal Building & United States Courthouse. I found that the distance between these locations was approximately 35 miles. I also looked up the distance between Google's Mountain View Headquarters and the Ronald V. Dellums Federal Building. I found the distance between these locations was approximately 37 miles. I also looked up the distance between Google's Mountain View headquarters and the Robert F. Peckham Federal Building. I found the distance between these locations is approximately 14.4 miles. *See* Exhibits 21-23.

8. Upon information and belief, two inventors of U.S. Patent Nos. RE41,450, RE45,543, and RE47,704, Brady Bruce and Michael Mitchell, currently reside in San Francisco, California and Santa Cruz, California, respectively. *See* Exhibits 7-8. Upon information and

belief, the following table presents the current residences of the inventors of the Asserted Patents¹.

See Exhibits 7-12.

Patent	Named Inventor	Residence
RE41,450, RE45,543, RE47,704	Brady O. Bruce	San Francisco, CA
RE41,450, RE45,543, RE47,704	Michael W. Mitchell	Santa Cruz, CA
RE41,450, RE45,543, RE47,704	Darren P. Briggs	Nashville, TN
RE41,450, RE45,543, RE47,704	Emile L. Reed, IV	Denver, CO
8,874,554	Hugh Svedsen	Chapel Hill, NC
8,874,554	Scott Curtis	Durham, NC

9. Exhibit 1 to my declaration is a true and correct copy of Exhibit 1 to Plaintiffs' Ikorongo Texas LLC and Ikorongo Technology LLC August 6, 2020 Preliminary Infringement Contentions in this case.

10. Exhibit 2 is a true and correct printout of the webpage at <http://www.shannajan.com/location-labs-by-avast>, as of September 10, 2020.

11. Exhibit 3 is a true and correct printout of the webpage at <http://www.shannajan.com/about>, as of September 10, 2020.

12. Exhibit 4 is a true and correct printout of the webpage at <https://www.crunchbase.com/organization/location-labs>, as of September 10, 2020.

13. Exhibit 5 is a true and correct printout of screenshots of the webpage at <https://www.avast.com/contacts>, as of September 10, 2020.

14. Exhibit 6 is a true and correct printout of the LinkedIn profile of Francisco Velazquez, which indicates that Mr. Velazquez currently resides in Merced, California.

¹ U.S. Patent Nos. RE41,450, RE45,543, RE47,704, and '8,874,554 (collectively, "Asserted Patents").

15. Exhibit 7 is a true and correct printout of the LinkedIn profile of Brady Bruce, inventor of U.S. Patent Nos. RE41,450, RE45,543, and RE47,704, which indicates that Mr. Bruce is located in San Francisco, California.

16. Exhibit 8 is a true and correct redacted printout of an excerpt of a LexisNexis Public Records Report of Michael W. Mitchell, inventor of U.S. Patent Nos. RE41,450, RE45,543, and RE47,704, which indicates Mr. Mitchell currently resides in Santa Cruz, California.

17. Exhibit 9 is a true and correct printout of the LinkedIn profile of Darren P. Briggs, inventor of U.S. Patent Nos. RE41,450, RE45,543, and RE47,704, which indicates Mr. Briggs is located in Nashville, Tennessee.

18. Exhibit 10 is a true and correct redacted printout of an excerpt of a LexisNexis Public Records Report of Emile L. Reed, IV, inventor of U.S. Patent Nos. RE41,450, RE45,543, and RE47,704, which indicates that Mr. Reed currently resides in Denver, Colorado.

19. Exhibit 11 is a true and correct printout of the LinkedIn profile of Hugh Svedsen, inventor of U.S. Patent No. 8,874,554, which indicates that he currently resides in Chapel Hill, North Carolina.

20. Exhibit 12 is a true and correct printout of the LinkedIn profile of Scott Curtis, inventor of U.S. Patent No. 8,874,554, which indicates that he currently resides in Durham, North Carolina.

21. Exhibit 13 is a true and correct printout of an excerpt of a LexisNexis Public Record Report for Ikorongo Texas LLC, as of September 10, 2020.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 11, 2020, in Los Angeles, California.

/s/ Jeffrey Lau
Jeffrey Lau

EXHIBIT 1

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION

_____)	
IKORONGO TECHNOLOGY LLC)	
and IKORONGO TEXAS LLC,)	Civil Action No. 6:20-cv-257
)	
Plaintiffs,)	
)	
v.)	
)	
LG ELECTRONICS INC.,)	
and LG ELECTRONICS)	
U.S.A., INC.,)	
Defendants.)	JURY TRIAL DEMANDED
_____)	

**PLAINTIFFS’ IKORONGO TEXAS LLC AND IKORONGO TECHNOLOGY LLC
PRELIMINARY INFRINGEMENT CONTENTIONS**

Plaintiffs Ikorongo Texas LLC (“Ikorongo TX”) and Ikorongo Technology LLC (“Ikorongo Tech”) (together “Ikorongo” or “Plaintiffs”), pursuant to the Order Governing Proceedings – Patent Case, submit this disclosure of asserted claims and infringement contentions.

Disclosure of Asserted Claims and Infringement Contentions

1. U.S. Patent No. 8,874,554 (“the ‘554 Patent”):
 - a. Ikorongo asserts that Defendants infringe at least claims 1-4, 9-12, 17-20, 25-28, 33-36, 39-42. *See*, claim charts submitted herewith. The claim charts are exemplary in that they describe a particular device of the Defendants that was preloaded with Google Play Music or YouTube Music. However, Ikorongo asserts that each Defendant mobile device that has GPS and was preloaded with Android Version Marshmallow or later and/or was preloaded with the Google Play Music version announced on November 14, 2014 or later and/or was

preloaded with YouTube Music (believed to be LG Android Devices available after September 2019 with Android Version 9 or later) infringes the asserted claims. This includes, but is not limited to, those products of Defendants identified in Exhibit A hereto. In addition, other products and/or services of the Defendants that are substantially similar to the listed products infringe. Plaintiffs' investigation is ongoing and much of the relevant infringement evidence is not publicly available or not yet identified, as such Plaintiffs reserve their rights to identify additional and/or different accused products and services as discovery proceeds.

- b. Ikorongo asserts infringement literally and/or under the doctrine of equivalents. Ikorongo asserts direct and indirect infringement (including but not limited to contributory infringement and infringement by inducement).
- c. With respect to method claims, Ikorongo asserts direct infringement and indirect infringement, where Defendants' customers or end customers directly infringe. With respect to LG Electronics, Inc., Ikorongo also asserts indirect infringement to the extent others import and distribute the accused products in the U.S. (e.g., where LG Electronics USA imports and distributes the products) and those entities practice the method, *e.g.*, as part of testing, quality control and marketing.
- d. With respect to non-method claims, Ikorongo asserts direct infringement. With respect to LG Electronics, Inc., Ikorongo also asserts indirect infringement to the extent others import and distribute the accused products in the U.S. (e.g., where LG Electronics USA imports and distributes the products).

- e. A copy of the prosecution history is being served with this document.
- f. The earliest date of invention for claims 1-4, 17-20 and 33-36 is at least as early as July 2007. The earliest date of invention for the remaining asserted claims is at least as early as September 9, 2011. Documents relevant to the conception and reduction to practice are being produced with this document. Plaintiffs' investigation is ongoing, and they reserve the right to produce additional documents related to the conception or reduction to practice and reserves the right to identify an earlier priority date should it become appropriate.

2. U.S. Patent No. RE41,450 ("the '450 Patent"):

- a. Ikorongo asserts that Defendants infringe at least claims 67, 74-75, 83, 84, 93, 94, 96. *See*, claim charts submitted herewith. The claim charts are exemplary in that they describe a particular device of the Defendants that was preloaded with Google Maps or that was preloaded with Google+ during the period of time that Google+ contained the features described in the claim charts. However, Ikorongo asserts that each Defendant mobile device that has GPS and was preloaded with Android Version KitKat or later infringes the asserted claims. This includes, but is not limited to, those products of Defendants identified in Exhibit A hereto. In addition, other products and/or services of the Defendant that are substantially similar to the listed products infringe. Plaintiffs' investigation is ongoing and much of the relevant infringement evidence is not publicly available or not yet identified, as such Plaintiffs reserve their rights to identify additional and/or different accused products and services as discovery proceeds.

- b. Ikorongo asserts infringement literally and/or under the doctrine of equivalents. Ikorongo asserts direct and indirect infringement (including but not limited to contributory infringement and infringement by inducement).
- c. With respect to method claims, Ikorongo asserts direct infringement. It also asserts indirect infringement, where Defendants' customers or end customers directly infringe. With respect to LG Electronics, Inc., Ikorongo also asserts indirect infringement to the extent others import and distribute the accused products in the U.S. (e.g., where LG Electronics USA imports and distributes the products) and those entities practice the method, *e.g.*, as part of testing, quality control and marketing.
- d. A copy of the prosecution history is being served with this document.
- e. The earliest date of invention for the asserted claims is at least as early as the filing date of its parent application on April 24, 2001. Plaintiffs' investigation is ongoing, and they reserve the right to produce additional documents related to the conception or reduction to practice and reserves the right to identify an earlier priority date should it become appropriate.

3. U.S. Patent No. RE45543 ("the '543 Patent"):

- a. Ikorongo asserts that Defendants infringe at least claims 32, 36, 38, 39, 43, 44-49, 51, 54, 56, 72, 73, 75. *See*, claim charts submitted herewith. The claim charts are exemplary in that they describe a particular device of the Defendants that was preloaded with AT&T Secure Family, Google Maps or that was preloaded with Google+ during the period of time that Google+ contained the features described in the claim charts. However, Ikorongo asserts that each

Defendant mobile device that has GPS and was preloaded with AT&T Secure Family, or Android version KitKat or later infringes the asserted claims. This includes, but is not limited to, those products of Defendants identified in Exhibit A hereto. In addition, other products and/or services of the Defendant that are substantially similar to the listed products infringe. Plaintiffs' investigation is ongoing and much of the relevant infringement evidence is not publicly available or not yet identified, as such Plaintiffs reserve their rights to identify additional and/or different accused products and services as discovery proceeds. For example, it is believed that discovery will reveal additional preloaded programs, similar to AT&T Secure Family, for other carriers that provide the infringing features.

- b. Ikorongo asserts infringement literally and/or under the doctrine of equivalents. Ikorongo asserts direct and indirect infringement (including but not limited to contributory infringement and infringement by inducement).
- c. With respect to method claims, Ikorongo asserts direct infringement. It also asserts indirect infringement, where Defendants' customers or end customers directly infringe. With respect to LG Electronics, Inc., Ikorongo also asserts indirect infringement to the extent others import and distribute the accused products in the U.S. (e.g., where LG Electronics USA imports and distributes the products) and those entities practice the method, *e.g.*, as part of testing, quality control and marketing.
- d. With respect to non-method claims, Ikorongo asserts direct infringement. With respect to LG Electronics, Inc., Ikorongo also asserts indirect infringement to

the extent others import and distribute the accused products in the U.S. (e.g., where LG Electronics USA imports and distributes the products).

- e. A copy of the prosecution history is being served with this document.
- f. The earliest date of invention for the asserted claims is at least as early as the filing date of its parent application on April 24, 2001. Plaintiffs' investigation is ongoing, and they reserve the right to produce additional documents related to the conception or reduction to practice and reserves the right to identify an earlier priority date should it become appropriate.

4. U.S. Patent No. RE47704 ("the '704 Patent"):

- a. Ikorongo asserts that Defendants infringe at least claims 33-40, and 45-48. *See*, claim charts submitted herewith. The claim charts are exemplary in that they describe a particular device of the Defendants that was preloaded with AT&T Secure Family, Google Maps or that was preloaded with Google+ during the period of time that Google+ contained the features described in the claim charts. However, Ikorongo asserts that each Defendant mobile device that has GPS and was preloaded with AT&T Secure Family or Android version KitKat or later infringes the asserted claims. This includes, but is not limited to, those products of Defendants identified in Exhibit A hereto. In addition, other products and/or services of the Defendant that are substantially similar to the listed products infringe. Plaintiffs' investigation is ongoing and much of the relevant infringement evidence is not publicly available or not yet identified, as such Plaintiffs reserve their rights to identify additional and/or different accused products and services as discovery proceeds. For example, it is believed that

discovery will reveal additional preloaded programs, similar to AT&T Secure Family, for other carriers that provide the infringing features.

- b. Ikorongo asserts infringement literally and/or under the doctrine of equivalents. Ikorongo asserts direct and indirect infringement (including but not limited to contributory infringement and infringement by inducement).
- c. With respect to method claims, Ikorongo asserts direct infringement. It also asserts indirect infringement, where Defendants' customers or end customers directly infringe. With respect to LG Electronics, Inc., Ikorongo also asserts indirect infringement to the extent others import and distribute the accused products in the U.S. (e.g., where LG Electronics USA imports and distributes the products) and those entities practice the method, *e.g.*, as part of testing, quality control and marketing.
- d. With respect to non-method claims, Ikorongo asserts direct infringement. With respect to LG Electronics, Inc., Ikorongo also asserts indirect infringement to the extent others import and distribute the accused products in the U.S. (e.g., where LG Electronics USA imports and distributes the products).
- e. A copy of the prosecution history is being served with this document.
- f. The earliest date of invention for the asserted claims is at least as early as the filing date of its parent application on April 24, 2001. Plaintiffs' investigation is ongoing, and it reserves the right to produce additional documents related to the conception or reduction to practice and reserves the right to identify an earlier priority date should it become appropriate.

Date: August 6, 2020

Respectfully submitted,

/s/Derek Gilliland _____

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COUNSEL for PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the above and foregoing Plaintiffs' Preliminary Infringement Contentions is being served on this August 6, 2020, via e-mail, on all counsel of record for Defendants, each of whom are deemed to have consented to electronic service per Local Rule CV-5.

/s/Derek Gilliland _____

DEREK GILLILAND

EXHIBIT A

Exhibit A LG Mobile Communication Devices with Cellular and GPS from January 2014 through August 6, 2020

Year	Device Name	Device	Available Date	Android Version	WLAN	GPS	Model
2020	LG Q61	Phone	May 29, 2020	Android 9.0 (Pie)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS	LG Q61
	LG Stylo 6	Phone	May 20, 2020	Android 10	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LMQ730TM
		Phone	May 20, 2020	Android 10	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-Q730TM
	LG Velvet	Phone	Jul 31, 2020	Android 10, LG UX 9	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS	LMG910EMWW
		Phone	Jul 31, 2020	Android 10, LG UX 9	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-G910EMWW
	LG Velvet 5G	Phone	May 15, 2020	Android 10, LG UX 9	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-G900N
		Phone	May 15, 2020	Android 10, LG UX 9	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-G900EM
	LG V60 ThinQ 5G UW	Phone	Apr 2, 2020	Android 10	Wi-Fi 802.11 a/b/g/n/ac/6, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-V600VML
		Phone	Apr 2, 2020	Android 10	Wi-Fi 802.11 a/b/g/n/ac/6, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LMV600VML
	LG V60 ThinQ 5G	Phone	Mar 20, 2020	Android 10	Wi-Fi 802.11 a/b/g/n/ac/ax, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LG V60 ThinQ 5G
	LG Q51	Phone	Feb 26, 2020	Android 10	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS	LG Q51
	LG W10 Alpha	Phone	Feb 19, 2020	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-X210
		Phone	Feb 19, 2020	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-X210LMW
	LG K61	Phone	Apr 27, 2020	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS	LM-O630EAW
		Phone	Apr 27, 2020	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS	LM-O630EAW
	LG K51S	Phone	Apr 27, 2020	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS	LM-K510EMWW
		Phone	Apr 27, 2020	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS	LM-K510EMWW
LG K41S	Phone	Apr 27, 2020	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS	LM-K410EMWW	
	Phone	Apr 27, 2020	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS	LM-K410EMWW	
2019							
	LG G Pad 5 10.1	Tablet	Nov 30, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-T600L
	LG V50S ThinQ 5G	Phone	Oct 30, 2019	Android 9.0 (Pie), LG UX 9.0	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-V510N
	LG G8X ThinQ	Phone	Nov 1, 2019	Android 9.0 (Pie), LG UX 9.0	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LMG850EMWW
	LG Q70	Phone	Oct 30, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q730N
		Phone	Oct 30, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q620WA
		Phone	Oct 30, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q620WA
		Phone	Oct 30, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q620VAB
		Phone	Oct 30, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q620VAB
	LG K30 (2019)	Phone	Sep 30, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS	LM-X320EMWW
	LG K20 (2019)	Phone	Sep 30, 2019	Android 9.0 Pie (Go edition)	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS	LM-X120EMWW
		Phone	Sep 30, 2019	Android 9.0 Pie (Go edition)	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS	LM-X120
	LG K40S	Phone	Sep 30, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LMX430HM
		Phone	Sep 30, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-X430
	LG K50S	Phone	Sep 30, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LMX540HM
		Phone	Sep 30, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-X540
	LG W30 Pro	Phone	Oct 30, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X600IM

Year	Device Name	Device	Available Date	Android Version	WLAN	GPS	Model
	LG W30	Phone	Jul 30, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X440IM
		Phone	Jul 31, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X440ZM
	LG W10	Phone	Jul 31, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X130IM
	LG Stylo 5	Phone	Jun 30, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-Q720
	LG V50 ThinQ 5G	Phone	Apr 30, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LM-V500
		Phone	Apr 30, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LM-V500N
		Phone	Apr 30, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LM-V500EM
		Phone	Apr 30, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LM-V500XM
		Phone	Apr 30, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LM-V450PM
		Phone	Apr 30, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LM-V450
	LG G8S ThinQ	Phone	Jul 2, 2019	Android 9.0 (Pie), LG UX 8.0	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-G810
		Phone	Jul 2, 2019	Android 9.0 (Pie), LG UX 8.0	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-G810EAW
	LG G8 ThinQ	Phone	Apr 11, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-G820QM7
		Phone	Apr 11, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-G820UMB
		Phone	Apr 11, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-G820UM0
		Phone	Apr 11, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-G820UM1
		Phone	Apr 11, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-G820UM2
		Phone	Apr 11, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-G820N
		Phone	Apr 11, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-G820
		Phone	Apr 11, 2019	Android 9.0 (Pie), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO, BDS	LM-G850
	LG Q60	Phone	May 30, 2019	Android 9.0 (Pie), LG UX 7	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-X525EAW
		Phone	May 30, 2019	Android 9.0 (Pie), LG UX 7	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-X525BAW
		Phone	May 30, 2019	Android 9.0 (Pie), LG UX 7	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-X525
	LG K50	Phone	Aug 30, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-X520BMW
		Phone	Aug 30, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-X520EMW
		Phone	Aug 30, 2019	Android 9.0 (Pie)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-X520
	LG K40	Phone	Apr 30, 2019	Android 8.1 (Oreo), LG UX 7	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-X420
		Phone	Apr 30, 2019	Android 8.1 (Oreo), LG UX 7	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-X420EMW
	LG Q9	Phone	Jul 30, 2019	Android 8.1 (Oreo)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LM-Q925S
2018							
	LG V40 ThinQ	Phone	Oct 30, 2018	Android 8.1 (Oreo), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LM-V405
		Phone	Oct 30, 2018	Android 8.1 (Oreo), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LM-V409N
	LG Tribute Empire	Phone	Jan 30, 2019	Android 8.1 (Oreo)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-X220PM
	LG Candy	Phone	Sep 30, 2018	Android 7.1.2 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LG Candy
	LG G7 Fit	Phone	Nov 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LM-Q850
		Phone	Nov 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LM-Q850EM
		Phone	Nov 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LM-Q850QM

Year	Device Name	Device	Available Date	Android Version	WLAN	GPS	Model
		Phone	Nov 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LM-Q850EMW
	LG G7 One	Phone	Oct 30, 2018	Android 8.1 (Oreo), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LM-Q910JUM
		Phone	Oct 30, 2018	Android 8.1 (Oreo), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LM-Q910
	LG Q8 (2018)	Phone	Aug 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGM-X800L
		Phone	Aug 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-Q815S
		Phone	Aug 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-Q815K
		Phone	Aug 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-Q815L
	LG K11 Plus	Phone	Jul 30, 2018	Android 7.1.2 (Nougat), upgradable to	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X410
		Phone	Jul 30, 2018	Android 7.1.2 (Nougat), upgradable to	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X410FC
		Phone	Jul 30, 2018	Android 7.1.2 (Nougat), upgradable to	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X410YC
		Phone	Jul 30, 2018	Android 7.1.2 (Nougat), upgradable to	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X410HC
		Phone	Jul 30, 2018	Android 7.1.2 (Nougat), upgradable to	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X410EO
		Phone	Jul 30, 2018	Android 7.1.2 (Nougat), upgradable to	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X410ZCW
		Phone	Jul 30, 2018	Android 7.1.2 (Nougat), upgradable to	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X410BCW
		Phone	Jul 30, 2018	Android 7.1.2 (Nougat), upgradable to	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X410S
	LG Q Stylo 4	Phone	Jun 30, 2018	Android 8.1 (Oreo), LG UX 7	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q710(FGN)
		Phone	Jun 30, 2018	Android 8.1 (Oreo), LG UX 7	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q710AL
		Phone	Jun 30, 2018	Android 8.1 (Oreo), LG UX 7	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-L713DL
		Phone	Jun 30, 2018	Android 8.1 (Oreo), LG UX 7	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q710PL
	LG Q Stylius	Phone	Aug 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS, GALILEO	LM-Q710
		Phone	Aug 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q710FG
	LG V35 ThinQ	Phone	Jun 30, 2018	Android 8.0 (Oreo), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LM-V350
		Phone	Jun 30, 2018	Android 8.0 (Oreo), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-V350N
	LG Q7	Phone	Jun 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q610
		Phone	Jun 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q610FG
		Phone	Jun 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q610FGN
		Phone	Jun 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q610YN
		Phone	Jun 30, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-Q725L
	LG G7 ThinQ	Phone	Jun 1, 2018	Android 8.0 (Oreo), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LM-G710
		Phone	Jun 1, 2018	Android 8.0 (Oreo), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LM-G710N
		Phone	Jun 1, 2018	Android 8.0 (Oreo), upgradable to	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LM-G710VM
	LG V30S ThinQ	Phone	Mar 30, 2018	Android 8.0 (Oreo), LG UX 6	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	US998R
	LG Zone 4	Phone	Mar 30, 2018	Android 7.1.2 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LG Zone 4
	LG X power 3	Phone	Jul 16, 2018	Android 8.1 (Oreo)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X510WM
	LG K30	Phone	May 30, 2018	Android 7.1 (Nougat)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-X410F
		Phone	May 30, 2018	Android 7.1 (Nougat)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-X41FG
		Phone	May 30, 2018	Android 7.1 (Nougat)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-X410FN

Year	Device Name	Device	Available Date	Android Version	WLAN	GPS	Model
2017		Phone	May 30, 2018	Android 7.1 (Nougat)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-X410FGN
		Phone	May 30, 2018	Android 7.1 (Nougat)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-X410PM
		LG K10 (2018)	Jun 30, 2018	Android 7.1 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LG K10 (2018)
		LG K8 (2018)	Feb 28, 2018	Android 7.1 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LM-X210
		LG Aristo 2	Jan 30, 2018	Android 7.1 (Nougat)	Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, S-GPS	LM-X210
		Phone	Jan 30, 2018	Android 7.1 (Nougat)	Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, S-GPS	LM-X210(G)
		Phone	Jan 30, 2018	Android 7.1 (Nougat)	Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, S-GPS	M210
		Phone	Jan 30, 2018	Android 7.1 (Nougat)	Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, S-GPS	LM-X210VPP
		LG X4+	Feb 28, 2018	Android 7.1 (Nougat)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LM-X415L
		LG V30	Dec 5, 2017	Android 7.1.2 (Nougat), upgrade	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	H930
		Phone	Dec 5, 2017	Android 7.1.2 (Nougat), upgrade	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	H931
		Phone	Dec 5, 2017	Android 7.1.2 (Nougat), upgrade	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	H932
		Phone	Dec 5, 2017	Android 7.1.2 (Nougat), upgrade	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	H933
		Phone	Dec 5, 2017	Android 7.1.2 (Nougat), upgrade	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	VS996
		Phone	Dec 5, 2017	Android 7.1.2 (Nougat), upgrade	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	US998
		Phone	Dec 5, 2017	Android 7.1.2 (Nougat), upgrade	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LS998U
		Phone	Dec 5, 2017	Android 7.1.2 (Nougat), upgrade	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LGM-V300L
		Phone	Dec 5, 2017	Android 7.1.2 (Nougat), upgrade	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LGM-V300K
		Phone	Dec 5, 2017	Android 7.1.2 (Nougat), upgrade	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LGM-V300S
		Phone	Dec 5, 2017	Android 7.1.2 (Nougat), upgrade	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	LS998
	Phone	Dec 5, 2017	Android 7.1.2 (Nougat), upgrade	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, GALILEO	AS998	
	LG Q8 (2017)	Phone	Aug 30, 2018	Android 7.0 (Nougat)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LG Q8 (2017)
	LG Q6	Phone	Aug 30, 2018	Android 7.1.1 (Nougat), upgrade	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	M700
		Phone	Aug 30, 2018	Android 7.1.1 (Nougat), upgrade	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	M703
		Phone	Aug 30, 2018	Android 7.1.1 (Nougat), upgrade	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGM-X600L
		Phone	Aug 30, 2018	Android 7.1.1 (Nougat), upgrade	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGM-X600K
		Phone	Aug 30, 2018	Android 7.1.1 (Nougat), upgrade	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGM-X600S
		Phone	Aug 30, 2018	Android 7.1.1 (Nougat), upgrade	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	US700
	LG G Pad IV 8.0 FHD	Tablet	Jul 30, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	V533
		Tablet	Jul 30, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LK460
		Tablet	Jul 30, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	V530
		Tablet	Jul 30, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	P530
	LG X venture	Phone	May 30, 2017	Android 7.0 (Nougat), LG UX 5	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	H700
		Phone	May 30, 2017	Android 7.0 (Nougat), LG UX 5	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	US701
		Phone	May 30, 2017	Android 7.0 (Nougat), LG UX 5	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	M710
	LG G6	Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H870

Year	Device Name	Device	Available Date	Android Version	WLAN	GPS	Model
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H870DS
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H873
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H870S
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LGM-G600L
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H872
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H871
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LS993
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	US997
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	vs988
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	VS988
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LGM-G600K
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LGM-G600S
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	AS993
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LGUS997
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H870AR
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H872PR
		Phone	Apr 7, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H871S
	LG X power2	Phone	Jun 30, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 a/b/g/n, hotspot	Yes, with A-GPS, GLONASS	M320
		Phone	Jun 30, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	SP320
		Phone	Jun 30, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	M327
		Phone	Jun 30, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	M322
		Phone	Jun 30, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	M320G
		Phone	Jun 30, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	US601
	LG Stylo 3 Plus	Phone	May 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	TP450
		Phone	May 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	M470
	LG Stylus 3	Phone	Mar 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	M400
		Phone	Mar 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LS777
		Phone	Mar 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LGMP450
		Phone	Mar 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LGL84VL
		Phone	Mar 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	M430
		Phone	Mar 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	M40
		Phone	Mar 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LGL83BL
	LG Harmony	Phone	Apr 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	M257
	LG K10 (2017)	Phone	Feb 28, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	M250
		Phone	Feb 28, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	X400
		Phone	Feb 28, 2017	Android 7.0 (Nougat), upgradable	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGM-K121K
	LG K8 (2017)	Phone	Apr 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	X300

Year	Device Name	Device	Available Date	Android Version	WLAN	GPS	Model
		Phone	Apr 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	M200
		Phone	Apr 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	US215
		Phone	Apr 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	X240
		Phone	Apr 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGM-K120L
		Phone	Apr 30, 2017	Android 7.0 (Nougat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGM-K120S
	LG K7 (2017)	Phone	May 30, 2017	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	X230
	LG K4 (2017)	Phone	Mar 30, 2017	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	M160
		Phone	Mar 30, 2017	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	M153
		Phone	Mar 30, 2017	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	M151
	LG K3 (2017)	Phone	Apr 30, 2017	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LG K3 (2017)
2016							
	LG K20 plus	Phone	Dec 30, 2016	Android 7.0 (Nougat)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, S-GPS	LGMP260
		Phone	Dec 30, 2016	Android 7.0 (Nougat)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, S-GPS	TP260
		Phone	Dec 30, 2016	Android 7.0 (Nougat)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, S-GPS	VS501
		Phone	Dec 30, 2016	Android 7.0 (Nougat)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, S-GPS	M255
	LG G Pad III 10.1 FHD	Tablet	Dec 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS	LG G Pad III 10.1 FHD
	LG U	Phone	Nov 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	F820
		Phone	Nov 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	U
		Phone	Nov 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	F820L
	LG V20	Phone	Oct 21, 2016	Android 7.0 (Nougat), upgradabl	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H990
		Phone	Oct 21, 2016	Android 7.0 (Nougat), upgradabl	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H918
		Phone	Oct 21, 2016	Android 7.0 (Nougat), upgradabl	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H910
		Phone	Oct 21, 2016	Android 7.0 (Nougat), upgradabl	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LS997
		Phone	Oct 21, 2016	Android 7.0 (Nougat), upgradabl	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	US996
		Phone	Oct 21, 2016	Android 7.0 (Nougat), upgradabl	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	VS995
		Phone	Oct 21, 2016	Android 7.0 (Nougat), upgradabl	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F800L
		Phone	Oct 21, 2016	Android 7.0 (Nougat), upgradabl	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F800S
		Phone	Oct 21, 2016	Android 7.0 (Nougat), upgradabl	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F800K
		Phone	Oct 21, 2016	Android 7.0 (Nougat), upgradabl	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H915
		Phone	Oct 21, 2016	Android 7.0 (Nougat), upgradabl	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H910PR
	LG X Skin	Phone	Aug 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	F740L
	LG X5	Phone	Aug 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	F770S
	LG X max	Phone	Dec 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K240
		Phone	Dec 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	X155
	LG X mach	Phone	Sep 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	K600
	LG G Pad III 8.0 FHD	Tablet	May 30, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LG G Pad III 8.0 FHD
	LG G Pad X 8.0	Tablet	Jun 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	V520

Year	Device Name	Device	Available Date	Android Version	WLAN	GPS	Model
		Tablet	Jun 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	V521
	LG X power	Phone	Sep 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K220
		Phone	Sep 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LS755
		Phone	Sep 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	US610
		Phone	Sep 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K450
		Phone	Sep 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGLS755
		Phone	Sep 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	F750K
		Phone	Sep 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K210
		Phone	Sep 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGUS610
	LG X style	Phone	Sep 30, 2016	Android 6.0.1 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K200
	LG Stylus 2 Plus	Phone	Jul 30, 2016	Android 6.0 (Marshmallow), upgr	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K550
		Phone	Jul 30, 2016	Android 6.0 (Marshmallow), upgr	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K530
		Phone	Jul 30, 2016	Android 6.0 (Marshmallow), upgr	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K535
		Phone	Jul 30, 2016	Android 6.0 (Marshmallow), upgr	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	MS550
		Phone	Jul 30, 2016	Android 6.0 (Marshmallow), upgr	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGMS550
	LG Stylo 2	Phone	Apr 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGLS775
		Phone	Apr 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	VS835
		Phone	Apr 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K540
		Phone	Apr 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGL82VL
	LG K5	Phone	Jun 30, 2016	Android 5.1.1 (Lollipop)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	X220
	LG K3	Phone	Aug 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LS450
		Phone	Aug 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	K100
	LG G5 SE	Phone	Jun 30, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H845
		Phone	Jun 30, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H840
		Phone	Jun 30, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H848
	LG G5	Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H860
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H850
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	F700L
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	VS987
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H830
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H831
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H820
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	H840
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LGLS992
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LGUS992
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	F700S
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	F700K

Year	Device Name	Device	Available Date	Android Version	WLAN	GPS	Model
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	RS988
		Phone	Apr 1, 2016	Android 6.0.1 (Marshmallow), up	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS, BDS	LGAS992
	LG X cam	Phone	Jun 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	K580
	LG X screen	Phone	Jun 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F690L
		Phone	Feb 28, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	K500
		Phone	Feb 28, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	K500n
		Phone	Feb 28, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F650K
	LG K8	Phone	Apr 30, 2016	Android 6.0 (Marshmallow), upgr	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	K350
		Phone	Apr 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LM-X212(G)
		Phone	Apr 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	K373
		Phone	Apr 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	VS500PP
	LG Stylus 2	Phone	Jun 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	K520
		Phone	Jun 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F720L
		Phone	Jun 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F720K
		Phone	Jun 30, 2016	Android 6.0 (Marshmallow)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F720S
	LG K10	Phone	Jan 30, 2016	Android 5.1.1 (Lollipop) or Andro	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K430
		Phone	Jan 30, 2016	Android 5.1.1 (Lollipop) or Andro	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K420
		Phone	Jan 30, 2016	Android 5.1.1 (Lollipop) or Andro	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K10
		Phone	Jan 30, 2016	Android 5.1.1 (Lollipop) or Andro	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K410
		Phone	Jan 30, 2016	Android 5.1.1 (Lollipop) or Andro	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K425
		Phone	Jan 30, 2016	Android 5.1.1 (Lollipop) or Andro	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LGMS428
		Phone	Jan 30, 2016	Android 5.1.1 (Lollipop) or Andro	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K428
		Phone	Jan 30, 2016	Android 5.1.1 (Lollipop) or Andro	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	F670L
	LG K7	Phone	Feb 28, 2016	Android 5.1 (Lollipop)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	MS330
		Phone	Feb 28, 2016	Android 5.1 (Lollipop)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LS675
		Phone	Feb 28, 2016	Android 5.1 (Lollipop)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	X210
		Phone	Feb 28, 2016	Android 5.1 (Lollipop)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LGMS330
		Phone	Feb 28, 2016	Android 5.1 (Lollipop)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	K332
		Phone	Feb 28, 2016	Android 5.1 (Lollipop)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LG-K330
		Phone	Feb 28, 2016	Android 5.1 (Lollipop)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	AS330
	LG K4	Phone	Feb 28, 2016	Android 5.1.1 (Lollipop)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K130
		Phone	Feb 28, 2016	Android 5.1.1 (Lollipop)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K120
		Phone	Feb 28, 2016	Android 5.1.1 (Lollipop)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	K121
	LG Ray	Phone	Jan 30, 2016	Android 5.1 (Lollipop)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LG Ray
2015							
	LG G Pad II 8.3 LTE	Tablet	Dec 30, 2015	Android 5.1.1 (Lollipop)	Wi-Fi 802.11 a/b/g/n, dual-band, hotspot, Wi-Fi Direct, DLNA	Yes, with A-GPS, GLONASS	LG G Pad II 8.3 LTE
	LG G Vista 2	Phone	Nov 30, 2015	Android 5.1 (Lollipop)	Wi-Fi 802.11 a/b/g/n, dual-band, DLNA, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	H740

Year	Device Name	Device	Available Date	Android Version	WLAN	GPS	Model
	LG V10	Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	VS990	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	f600	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H900	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H901	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H960	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H961	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H962	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H968	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H961N	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F600L	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F600S	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F600K	
	LG Nexus 5X	Phone	Oct 30, 2015	Android 6.0 (Marshmallow), upgr Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	Nexus 5X	
		Phone	Oct 30, 2015	Android 6.0 (Marshmallow), upgr Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H791	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H650	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F620	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F620L	
		Phone	Oct 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F620K	
	LG G Pad II 10.1	Tablet	Sep 30, 2015	Android 5.1.1 (Lollipop)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot	LG G Pad II 10.1	
	LG G Pad II 8.0 LTE	Tablet	Oct 30, 2015	Android 5.0.2 (Lollipop)	Wi-Fi 802.11 a/b/g/n, dual-band, hotspot, Wi-Fi Direct, DLNA	LG G Pad II 8.0 LTE	
	LG Wme Smart	Phone	Sep 30, 2015	Android 5.1.1 (Lollipop)	Wi-Fi 802.11 b/g/n	D486	
		Phone	Sep 30, 2015	Android 5.1.1 (Lollipop)	Wi-Fi 802.11 b/g/n	F480	
	LG Tribute 2	Phone	Jul 30, 2015	Android 5.1 (Lollipop)	Wi-Fi 802.11 b/g/n, hotspot	LG Tribute 2	
	LG Bello II	Phone	Sep 30, 2015	Android 5.1.1 (Lollipop), LG UI 4	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	X150	
	LG G4 Beat	Phone	Aug 30, 2015	Android 5.1.1 (Lollipop)	Wi-Fi 802.11 b/g/n	H735	
		Phone	Aug 30, 2015	Android 5.1.1 (Lollipop)	Wi-Fi 802.11 b/g/n	H736	
	LG G4c	Phone	Jun 30, 2015	Android 5.0.2 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H525	
		Phone	Jun 30, 2015	Android 5.0.2 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H525n	
		Phone	Jun 30, 2015	Android 5.0.2 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H522	
	LG G4 Dual	Phone	May 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H818	
		Phone	May 30, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H818N	
	LG G4	Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H815	
		Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H810	
		Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H811	
		Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H811	
		Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LS991	
		Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrada Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	VS986	

Year	Device Name	Device	Available Date	Android Version	WLAN	GPS	Model
		Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	US991	
		Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H812	
		Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F500L	
		Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F500S	
		Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F500K	
		Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LGLS991	
		Phone	Apr 29, 2015	Android 5.1.1 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LGUS991	
	LG G Stylo	Phone	May 30, 2015	Android 5.0 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LGMS631	
		Phone	May 30, 2015	Android 5.0 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LGLS770	
		Phone	May 30, 2015	Android 5.0 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	H634	
		Phone	May 30, 2015	Android 5.0 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	F560K	
	LG G4 Stylus	Phone	May 30, 2015	Android 5.0 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H540	
		Phone	May 30, 2015	Android 5.0 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H631	
		Phone	May 30, 2015	Android 5.0 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	MS631	
		Phone	May 30, 2015	Android 5.0 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H635	
		Phone	May 30, 2015	Android 5.0 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H540	
		Phone	May 30, 2015	Android 5.0 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H630	
		Phone	May 30, 2015	Android 5.0 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H542	
		Phone	May 30, 2015	Android 5.0 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H630D	
	LG AKA	Phone	May 30, 2015	Android 4.4.2 (KitKat)	Yes, with A-GPS	F520K	
	LG Magna	Phone	May 30, 2015	Android 5.0.1 (Lollipop), upgrade Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS	H502	
		Phone	May 30, 2015	Android 5.0.1 (Lollipop), upgrade Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS	H500	
		Phone	May 30, 2015	Android 5.0.1 (Lollipop), upgrade Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS	H520	
	LG Spirit	Phone	Mar 30, 2015	Android 5.0.1 (Lollipop), upgrade Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	H440n	
		Phone	Mar 30, 2015	Android 5.0.1 (Lollipop), upgrade Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	H442	
		Phone	Mar 30, 2015	Android 5.0.1 (Lollipop), upgrade Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	H420	
		Phone	Mar 30, 2015	Android 5.0.1 (Lollipop), upgrade Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	H422	
	LG Leon	Phone	Apr 30, 2015	Android 5.0.1 (Lollipop)	Yes, with A-GPS, GLONASS	H324	
		Phone	Apr 30, 2015	Android 5.0.1 (Lollipop)	Yes, with A-GPS, GLONASS	H340n	
		Phone	Apr 30, 2015	Android 5.0.1 (Lollipop)	Yes, with A-GPS, GLONASS	H320	
		Phone	Apr 30, 2015	Android 5.0.1 (Lollipop)	Yes, with A-GPS, GLONASS	LGMS345	
		Phone	Apr 30, 2015	Android 5.0.1 (Lollipop)	Yes, with A-GPS, GLONASS	H340	
		Phone	Apr 30, 2015	Android 5.0.1 (Lollipop)	Yes, with A-GPS, GLONASS	H345	
	LG Joy	Phone	May 30, 2015	Android 4.4 (KitKat)	Yes, with A-GPS	LG Joy	
	LG G Flex2	Phone	Feb 28, 2015	Android 5.0.1 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F510	
		Phone	Feb 28, 2015	Android 5.0.1 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LS996	
		Phone	Feb 28, 2015	Android 5.0.1 (Lollipop), upgrade Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H950	

Year	Device Name	Device	Available Date	Android Version	WLAN	GPS	Model
		Phone	Feb 28, 2015	Android 5.0.1 (Lollipop), upgrada	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	H955
		Phone	Feb 28, 2015	Android 5.0.1 (Lollipop), upgrada	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	US995
		Phone	Feb 28, 2015	Android 5.0.1 (Lollipop), upgrada	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LGLS996
2014							
	LG Tribute	Phone	Oct 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS	LGLS676
	LG L Prime	Phone	Nov 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g	Yes, with A-GPS	D337
	LG G2 Lite	Phone	Nov 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g	Yes, with A-GPS	LG G2 Lite
	LG G3 Dual-LTE	Phone	Nov 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D858HK
		Phone	Nov 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D856
	LG G3 Screen	Phone	Dec 30, 2014	Android 4.4.4 (KitKat)	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	F490L
	LG F60	Phone	Oct 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	D390n
	LG L60	Phone	Aug 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS	X145
	LG L60 Dual	Phone	Aug 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS	X147
	LG G3 Stylus	Phone	Oct 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	D690
		Phone	Oct 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	D693n
	LG L Bello	Phone	Sep 30, 2014	Android 4.4.2 (KitKat), LG UI 3	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	D335
		Phone	Sep 30, 2014	Android 4.4.2 (KitKat), LG UI 3	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	D331
	LG L Fino	Phone	Sep 30, 2014	Android 4.4.2 (KitKat), LG UI 3	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	D295
		Phone	Sep 30, 2014	Android 4.4.2 (KitKat), LG UI 3	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS, GLONASS	D290
	LG G Pad 8.0 LTE	Tablet	Aug 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n, dual-band, hotspot, Wi-Fi Direct, DLNA	Yes, with A-GPS, GLONASS	V49
	LG G Vista	Phone	Aug 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 a/b/g/n, dual-band, DLNA, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	D631
	LG G3 A	Phone	Aug 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS	LG G3 A
	LG G Pad 7.0 LTE	Tablet	Aug 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n, dual-band	Yes, with A-GPS	LG G Pad 7.0 LTE
	LG L50	Phone	Jul 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	L50
		Phone	Jul 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	D213
	LG L30	Phone	Jun 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LG L30
	LG L20	Phone	Jul 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LG L20
	LG G Vista (CDMA)	Phone	Aug 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n, dual-band, DLNA, Wi-Fi Direct, hotspot	Yes, with A-GPS, S-GPS, GLONASS	F430L
	LG G3 LTE-A	Phone	Jul 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F460
		Phone	Jul 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F460L
		Phone	Jul 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F400L
		Phone	Jul 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F460K
		Phone	Jul 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F400S
		Phone	Jul 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F460S
	LG G3 S Dual	Phone	Aug 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LG G3 S Dual
	LG G3 S	Phone	Jul 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D722
		Phone	Jul 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D724

Year	Device Name	Device	Available Date	Android Version	WLAN	GPS	Model
		Phone	Jul 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F470K
	LG L65 D280	Phone	Jun 30, 2014	Android 4.4.2 (KitKat), LG UI 3	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	D280
	LG G3 (CDMA)	Phone	Jul 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS/S-GPS (VS985)	LG G3 (CDMA)
	LG G3	Phone	Jun 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D855
		Phone	Jun 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D850
		Phone	Jun 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D851
		Phone	Jun 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	VS985 4G
		Phone	Jun 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D852
		Phone	Jun 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LGLS990
		Phone	Jun 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	F400K
	LG L35	Phone	Jun 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	LG L35
	LG Volt	Phone	May 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LG Volt
	LG G Pad 10.1 LTE	Tablet	May 30, 2014	Android 5.0.2 (Lollipop)	Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS	LG G Pad 10.1 LTE
	LG L80	Phone	May 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LG L80
	LG L80 Dual	Phone	May 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	LG L80 Dual
	LG Lucid 3 VS876	Phone	Apr 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, hotspot, DLNA	Yes, with A-GPS	VS876
	LG L65 Dual D285	Phone	May 30, 2014	Android 4.4.2 (KitKat), LG UI 3	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	D285
	LG G Pad 8.3 LTE	Tablet	May 30, 2014	Android 4.2.2 (Jelly Bean), upgrd	Wi-Fi 802.11 a/b/g/n, dual-band, hotspot, Wi-Fi Direct, DLNA	Yes, with GLONASS	LG G Pad 8.3 LTE
	LG F70 D315	Phone	May 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS	D315
	LG G2 mini LTE (Tegra)	Phone	May 30, 2014	Android 4.4.2 (KitKat), LG Optim	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	LG G2 mini LTE (Tegra)
	LG G2 mini LTE	Phone	Mar 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D620
	LG G2 mini	Phone	Apr 30, 2014	Android 4.4.2 (KitKat), LG Optim	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D618
	LG L90 Dual D410	Phone	Apr 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D410
	LG L90 D405	Phone	Mar 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D405
		Phone	Mar 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, GLONASS	D415
	LG L70 D320N	Phone	Apr 30, 2014	Android 4.4.2 (KitKat), LG UI 3	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	D320
	LG L70 Dual D325	Phone	May 30, 2014	Android 4.4.2 (KitKat), LG UI 3	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	Yes, with A-GPS, GLONASS	D325
	LG L45 Dual X132	Phone	Apr 30, 2014	Android 4.4.2 (KitKat)	Wi-Fi 802.11 b/g/n, hotspot	A-GPS	X132
	LG L40 D160	Phone	Apr 30, 2014	Android 4.4.2 (KitKat), LG UI 3	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	A-GPS	D160
	LG L40 Dual D170	Phone	May 30, 2014	Android 4.4.2 (KitKat), LG UI 3	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot	A-GPS	D170
	LG G Pro 2	Phone	Apr 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, S-GPS, GLONASS	D838
		Phone	Apr 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, S-GPS, GLONASS	F350S
		Phone	Apr 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, S-GPS, GLONASS	F350L
		Phone	Apr 30, 2014	Android 4.4.2 (KitKat), upgradab	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, DLNA, hotspot	Yes, with A-GPS, S-GPS, GLONASS	F350K
	LG Optimus L1 II Tri E475	Phone	Feb 28, 2014	Android 4.1.2 (Jelly Bean)	Wi-Fi 802.11 b/g/n, hotspot	Yes, with A-GPS	E475

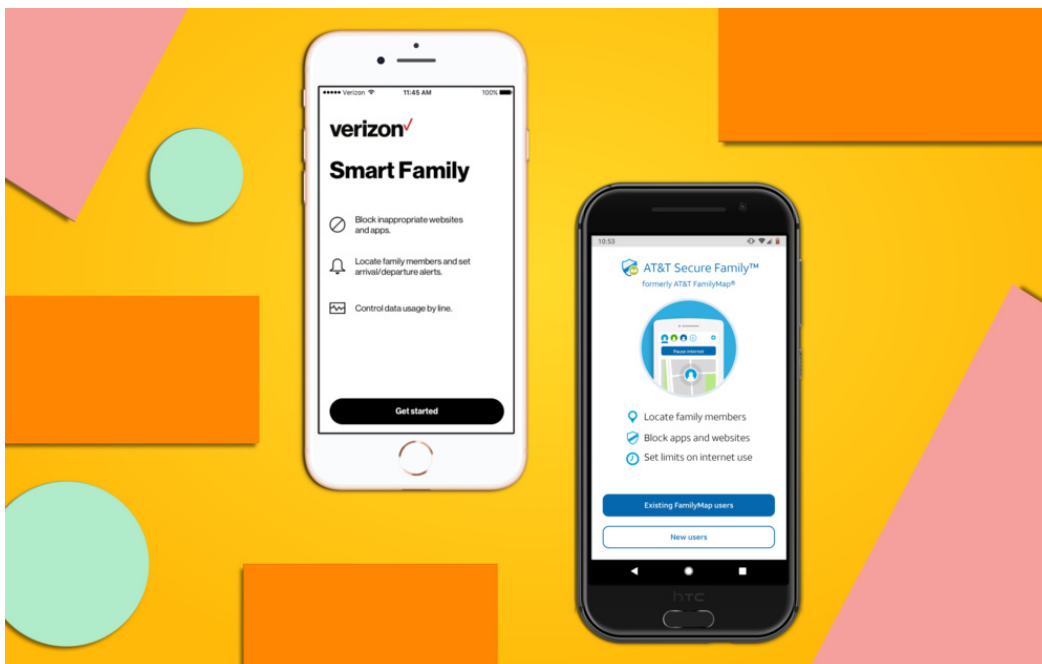
EXHIBIT 2

SHANNA JAN (/) product design

work (/)
about (/about)

Location Labs by Avast

Parental controls app to empower parents to limit when and how often their children's phones can be used. Launched with Verizon and AT&T.



The Problem

Location Labs has been providing apps to all the major US phone carriers like Verizon, AT&T, T-Mobile, and Sprint since 2002. By 2016, a lot of these platforms were outdated and extremely difficult to update. AT&T's platform allowed parents to locate their children and Verizon's platform allowed for parental controls. Even though they had valuable features, we were facing stark competition which threatened our business contracts.

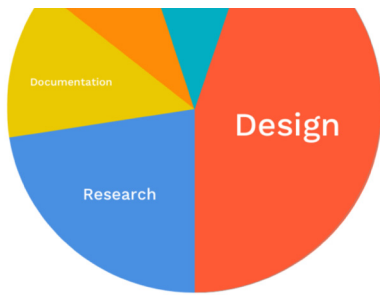
The Task

The design team was asked to reimagine the platforms into one powerful app for families that would revive the product and win renewed carrier deals. With dynamic UI design, new features, and critical design thinking, we were able to win over Verizon and AT&T and put our company back on track.

The Team

- 30 engineers
- 10 quality assurance testers
- 2 product managers
- 1 project manager
- 2 product designers
- 1 visual designer





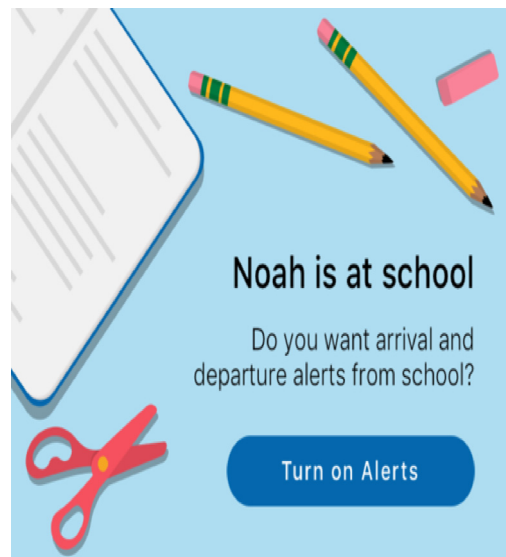
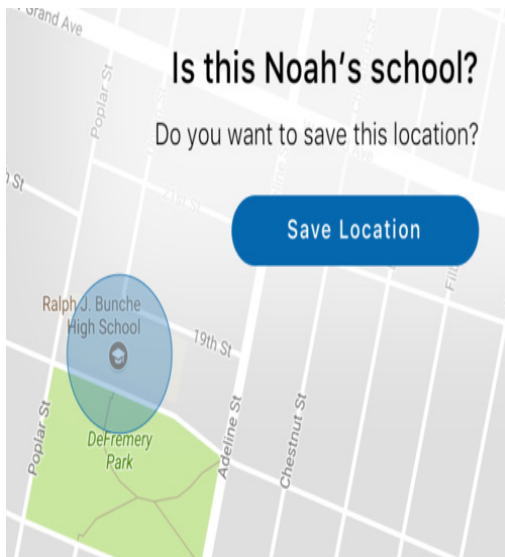
My Role

- prioritize features and roadmap with PM's
- lead and conduct user research and usability testing
- present key research findings to clients and company
- wireframe and UI design
- create interactive prototypes
- create design documentation for engineering and QA
- organize alignment meetings between teams
- aid visual designer to create component library
- aid QA teams to catch visual, copy, and ux bugs
- illustration
- copywriting

- light visual design

The Pitch

We needed to come up with a compelling and extensible product vision to win renewed contracts with our carrier partners. Our idea was to create an app that was more than a parental controls product but something that would serve the family as it evolved. I was able to help bring the product vision to life through my illustrations of the “highlight” cards, below.

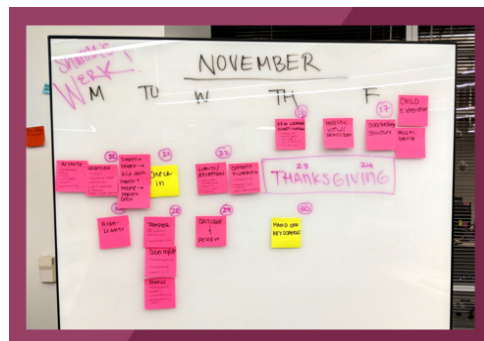




Verizon signed on and AT&T quickly followed.

Project Timeline

We had less than 6 months from start to launch for Verizon Smart Family and another 6 months to hand off AT&T Secure Family with some overlap.



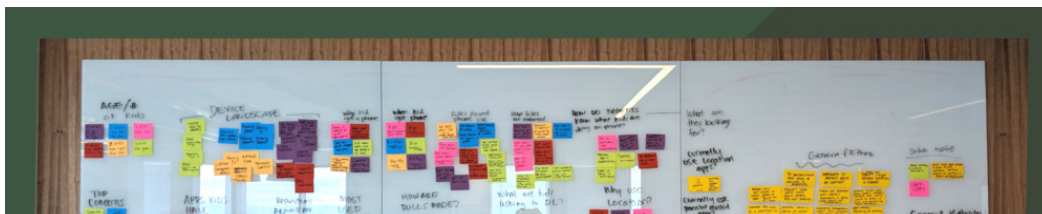
Starting Point

Luckily for our timeline, we had already been experimenting and testing new designs for each of the legacy platforms we were to update and combine. We also had a great deal of research about our users spanning the life of all of our products.

User Research

Although we had a wealth of research from previous product launches, I lead several more runs to validate our assumptions about our users, their habits, and their needs. We interviewed over 25 parents that represented our target audience and presented our findings company-wide and to carrier partners.

Not surprisingly, we found little differences between parent concerns from our recent research to our older research.





Research synthesis after a slew of user interviews

Top Parent Concerns:

Keeping kids safe - digitally and physically

- Inappropriate content - To limit exposure and target specific concerns
- Location - This becomes more important as kids gain independence in cases like walking home from school, driving, etc.

Helping kids become successful adults - balancing parental management with teaching self-sufficiency

- Screen time - To teach kids to balance a healthy amount of screen time at an early age

Feeling like they are being good parents

- Understand their child's usage and behaviors in the context of other kids their age
- Perception of self among other parents

Goals

After distilling user goals and concerns, we set off to define our design and business goals.

Business Goals

- Win over carrier partners with strong product vision for the future
- Maintain and grow our user base by providing new product value
- Improve user retention and lifetime value

Design Goals

- Leverage our existing technologies to create *the one* parental controls app that every family could use
- Assist parents in their goals to keep their kids safe, help them raise successful adults, and feel like good parents
- Integrate seamlessly into a parent's normal habit and routine

Design Principles

We then created design principles to guide our thinking throughout the entire process.

1. *Grow with the family*

As kids grow up, parenting techniques change with them.

Using the Avast Mobile Intelligence lab, we gleaned insights to help the app adapt to changing family needs over time. This is an important factor to the lifetime value of the product and user retention.

2. *Deliver value proactively*

Parents are busy. Leave them alone unless there's something important to tell them. Give them insights, not data. By delivering insights with minimal effort from the parent, they can spend less time in the app and more time with their family, increasing the app's perceived value.

3. *Be action-oriented*

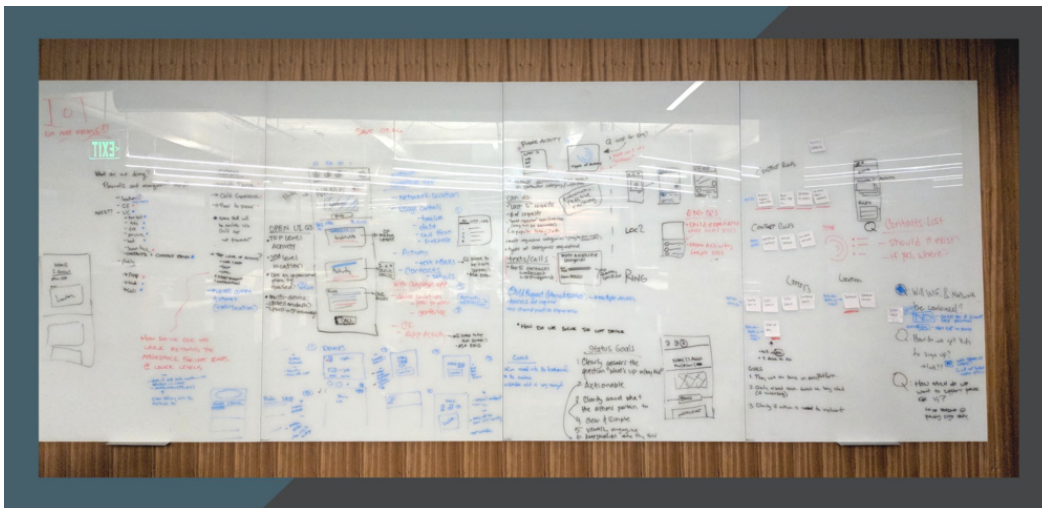
Allow parents to take immediate action when issues arise so they can feel confident about taking charge. This empowers parents to take control and feel like good parents.

4. *Require minimal behavior change*

Working with a parent's natural behavior means less user drop off. Work into their lives, don't make them work more.

Sketching

After countless hours sketching, pair designing, collaborating with engineers, and design critiques, we were ready to move forward with usability testing.

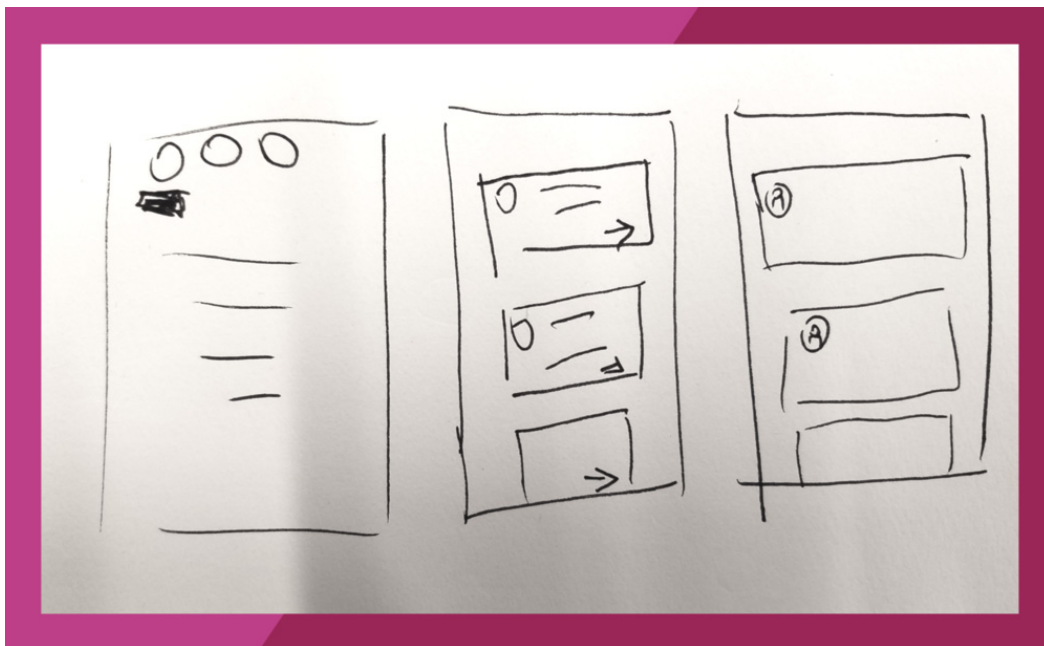


Sketching UI and listing goals for each segment of the app

Usability Testing

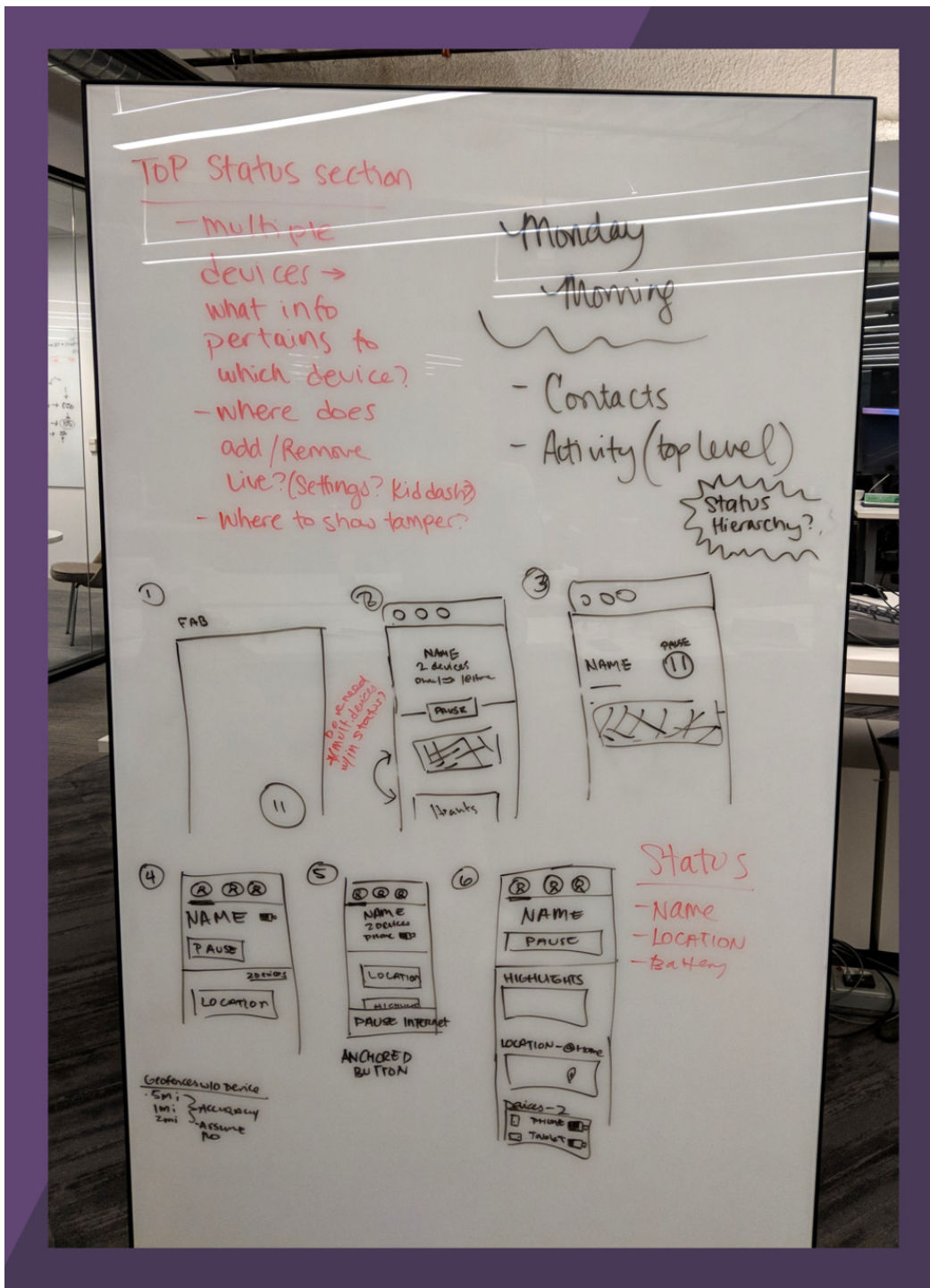
We performed multiple usability testing sessions throughout our process, putting hand-drawn sketches to high fidelity prototypes in front of participants to tease out issues in flow, copy, and UI.

Below, is a sketch of the 3 different navigation models we tested. We showed each one to a different participant and had them perform a task. At the end, we showed all 3 of the navigation models to them and asked for their feedback. The majority of our participants preferred the first model, which we ultimately moved forward with.



Quick and dirty sketch of the navigation models we tested

Another challenge was the information hierarchy within the “status” section, illustrated in the sketch below. Again, usability testing was able to help us move forward.

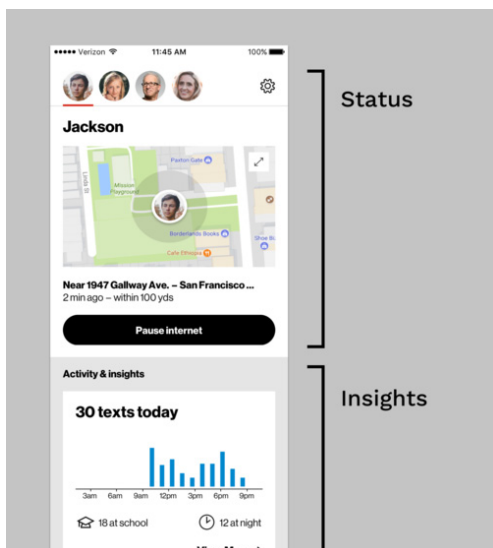


Figuring out the hierarchy within the “status” section.

We wrapped up every session by asking our participants how they would describe the app to their friend to see which main features stuck with them. Without being primed by the value propositions we had written, we were pleased to find that the majority of our users could easily understand, repeat the main product features, and relate to moments in their lives where the product would be useful.

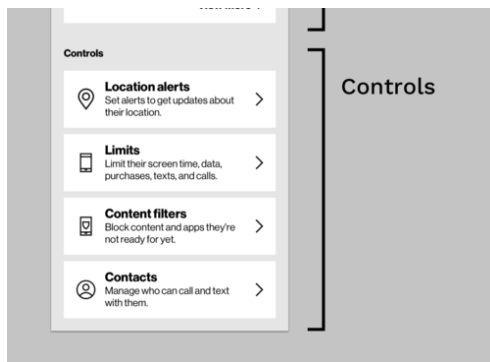
Home Screen Tour

There are a differences between the home screen of Verizon and AT&T but the basic components are the same. The image below is from Verizon Smart Family.



Status

We wanted to use the most valuable real estate to offer immediate answers to questions about a kid’s location and allows parents



to pause access to the internet when their kid needs a break.

Insights

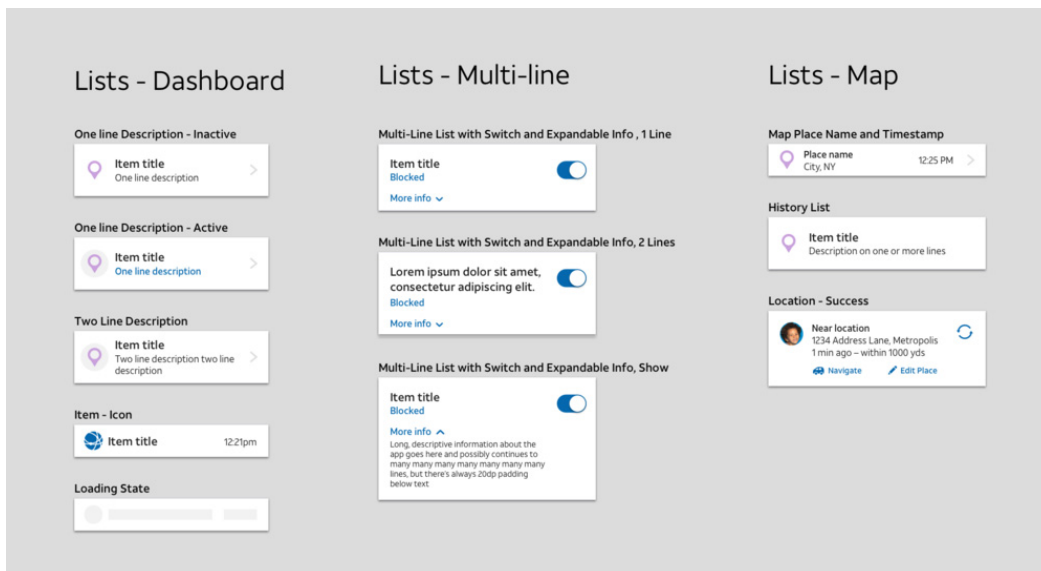
New insight cards are shown every few times the parent return to the app providing details on their child’s device usage and serving as a method of passive onboarding; telling parents about other features they can use.

Controls

Controls are the “set it and forget it” features that are unlikely to change often. Unlike the more dynamic highlight cards, we set them at the bottom of the screen, out of the way. We use different onboarding techniques to help parents set up more features.

Visual Design & Component Library

Both Verizon and AT&T had an established branding library and strict guidelines about use of color and iconography. Because Verizon's color palette was mainly black and white with minimal iconography, it was an interesting challenge creating visual interest in pages and creating UI cues. AT&T was on the other side of the spectrum with lots of colors and iconography which meant being very judicious about what we used. Alongside the visual design team, we worked to create and maintain Sketch Libraries to improve design consistency and efficiency.



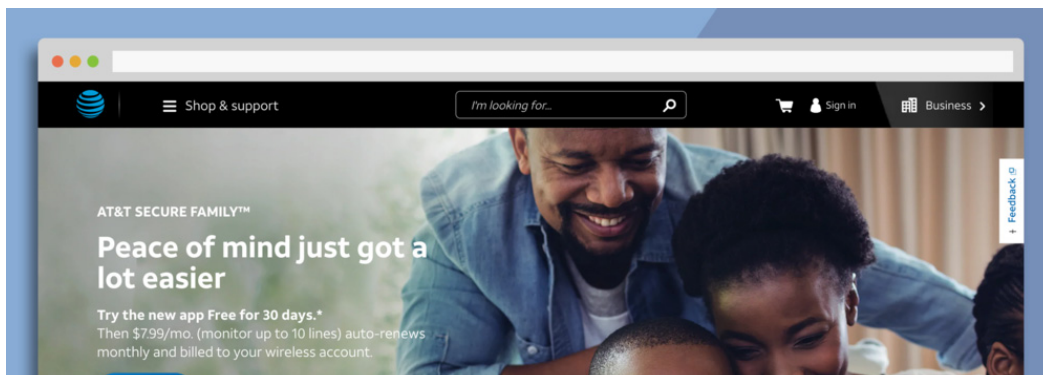
AT&T - Branded Component Library

Featured in

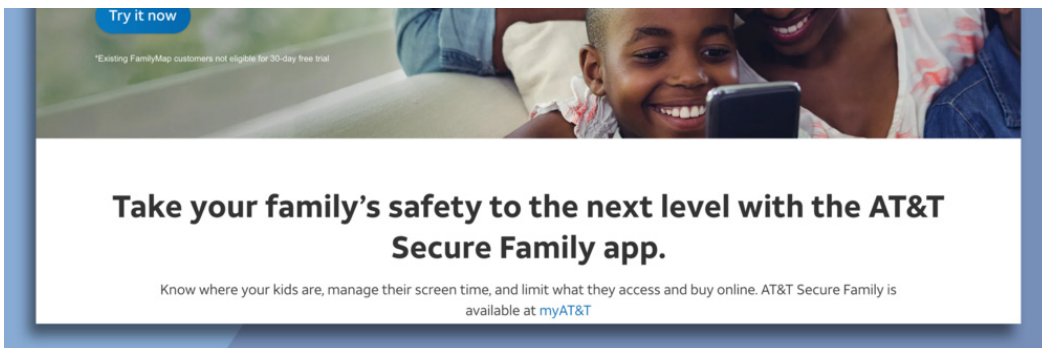
- The Verge
(<https://www.theverge.com/2018/4/19/17257114/verizon-new-parental-control-app-smart-family>)
- Engadget (<https://www.engadget.com/2018/04/19/verizon-adds-location-tracking-to-parental-control-app/>)
- MacRumors
(<https://www.macrumors.com/2018/04/19/verizon-smart-family-ios-app/>)

VIEW PRODUCT SITE
([HTTPS://WWW.VERIZONWIRELESS.COM/SOLUTIONS-AND-SERVICES/VERIZON-SMART-FAMILY/](https://www.verizonwireless.com/solutions-and-services/verizon-smart-family/))

AT&T



Appx099



Featured In

- The Verge (<https://www.theverge.com/2018/11/15/18097410/att-secure-family-app-smart-limits>)
- PC Mag (<https://www.pcmag.com/news/364992/at-t-launches-secure-family-parental-control-app>)

VIEW PRODUCT SITE
([HTTPS://WWW.ATT.COM/FEATURES/SECURE-FAMILY.HTML](https://www.att.com/features/secure-family.html))

Challenges

Not only did we need to keep track of the differences between iOS and Android

	1X Ring	12 Ring	AT&T Ring
Platform & Device Support	<ul style="list-style-type: none">iOS & Android AppAvailable on both but only on iOSonly supports 1 personal device per family member	<ul style="list-style-type: none">iOS & Android Appalso includes premium (both apps support almost identical)only supports 1 personal device per family member	<ul style="list-style-type: none">iOS & Android Appworks across continentsworks worldwideworks on Wi-Fi even without internetLocation only (No GPS)Examples: Content Filters, Screen Time, etc.CircleK has specific limitations<ul style="list-style-type: none">Available (iOS & Android) (iOS & Android)Available (iOS & Android)Available (iOS & Android)phone number forwarding (US-001-855-3333)
Copy Rules		<ul style="list-style-type: none">Everything is under review<ul style="list-style-type: none">Example: Content filters are notNo internet control (no calls, apps, and links)phone number forwarding (US-001-855-3333)	<ul style="list-style-type: none">Almost everything is supported<ul style="list-style-type: none">Examples: Your username is passed to the networkExamples: Content Filters, Screen Time, etc.CircleK has specific limitations<ul style="list-style-type: none">Available (iOS & Android) (iOS & Android)Available (iOS & Android)Available (iOS & Android)phone number forwarding (US-001-855-3333)
Track & Payment	<ul style="list-style-type: none">subscription through Apple App Store30-day free trial30-day free trial	<ul style="list-style-type: none">monthly subscription, handled through VerizonBest & Premium textBest for text messages controls but does not have locationPayment for text messages controls & locationPremium gets 30-day free	<ul style="list-style-type: none">Free trial for new users & Super Smart Limits usersno free trial to Super Smart Limits usersFamily Map usersiOS only through Apple StoreAndroid only

platforms, we needed to keep track of the differences between Verizon Smart Family and AT&T Secure Family product.

Because we had such a large development team, the best way to disseminate information was to document in great detail and to hold kick-off meetings with team leads to ensure everyone was clear on what we were making. I became the key-holder for creating and updating this “source of truth” document.

Learnings

It’s all about documentation! Documenting product changes, design reasonings, future updates, and iterations were insurmountable to getting engineering and PM buy-in and maintaining a comprehensive catalogue of information for the entire team. It provided clarity and alignment which was helpful as we made progress.

Be in 

Launching Verizon

With over 1.7 million users, we have seen an increase of 40% in daily active users from the legacy product, Verizon FamilyBase.

Introducing Verizon Smart Family



EXHIBIT 3

SHANNA JAN (/)

product design

work (/)
about (/about)



Hi, I'm Shanna

I'm a full stack product designer and illustrator living in foggy San Francisco.

I found design through art, film, and video, getting my BFA from The School Of The Art Institute Of Chicago (<http://www.saic.edu/t4/front/>).

Design ethics and accessibility are important to me and I look to incorporate them into every project.

Check out my résumé (/resume) to see what I've been working on.

When I'm not behind a computer screen, I'm crafting, voguing, lifting weights, and petting cats.

Let's be pen pals! Drop me a line at
heygirl@shannajan.com
(mailto:heygirl@shannajan.com)



EXHIBIT 4

crunchbase



Location Labs

[+ SAVE](#)

Summary

Financials

People

Technology

Signals & News

About

Location Labs provides mobile security solutions for people worldwide.

Acquired by

AVG Technologies

San Francisco Bay Area, West Coast, Western US

101-250

Series B

Private

locationlabs.com

108,126

Highlights

Number of Acquisitions

2

Total Funding Amount

\$25.8M

Number of Current Team Members

12

Number of Investors

7

Recent News & Activity

News • Sep 30, 2016

PE HUB – PE-backed Avast completes take-private AVG acquisition

News • Aug 8, 2016

Funders Club Blog – Building a Customer-focused Grocery Delivery Startup with Max Mullen, co-founder at Instacart.

News • Jun 15, 2016

Next Gov – LinkedIn May Just Be the Beginning of Mega-Acquisitions for Silicon Valley

[VIEW ALL >](#)

Details

Industries

Location Based Services

Mobile

Security

Wireless

Headquarters Location

Emeryville, California, United States



Headquarters Regions
San Francisco Bay Area, West Coast, Western US



Location Labs

SAVE

Summary

Financials

People

Technology

Signals & News

Operating Status
Active

Last Funding Type
Series B

Also Known As
wavemarket

Company Type
For Profit

Contact Email
contact@locationlabs.com

Location Labs provides mobile security solutions for people worldwide.

The company offers Phone Controls which provides anti-virus and cloud-based backup solutions for protecting people who carry phones, including kids, families, and individuals; Locator that enables users to see where important people are on a map, get automatic location...

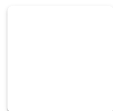
[READ MORE](#)

Lists Featuring This Company



Acquired West Coast Companies (Top 10K)

TRACK



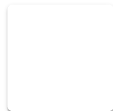
United States Acquired Companies (Top 10K)

TRACK



Bain & Company Alumni Founded Companies

TRACK



Security Companies that Exited

TRACK

SHOW MORE

M&A Details

Location Labs was acquired by AVG Technologies for \$220M on Sep 3, 2014. This deal was done in Cash.



Transaction Name

Location Labs acquired by AVG Technologies



Location Labs

SAVE

Summary

Financials

People

Technology

Signals & News

Sep 3, 2014

Price
\$220M

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- ⚡ Monitor companies and industry trends with customizable alerts
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EXHIBIT 5

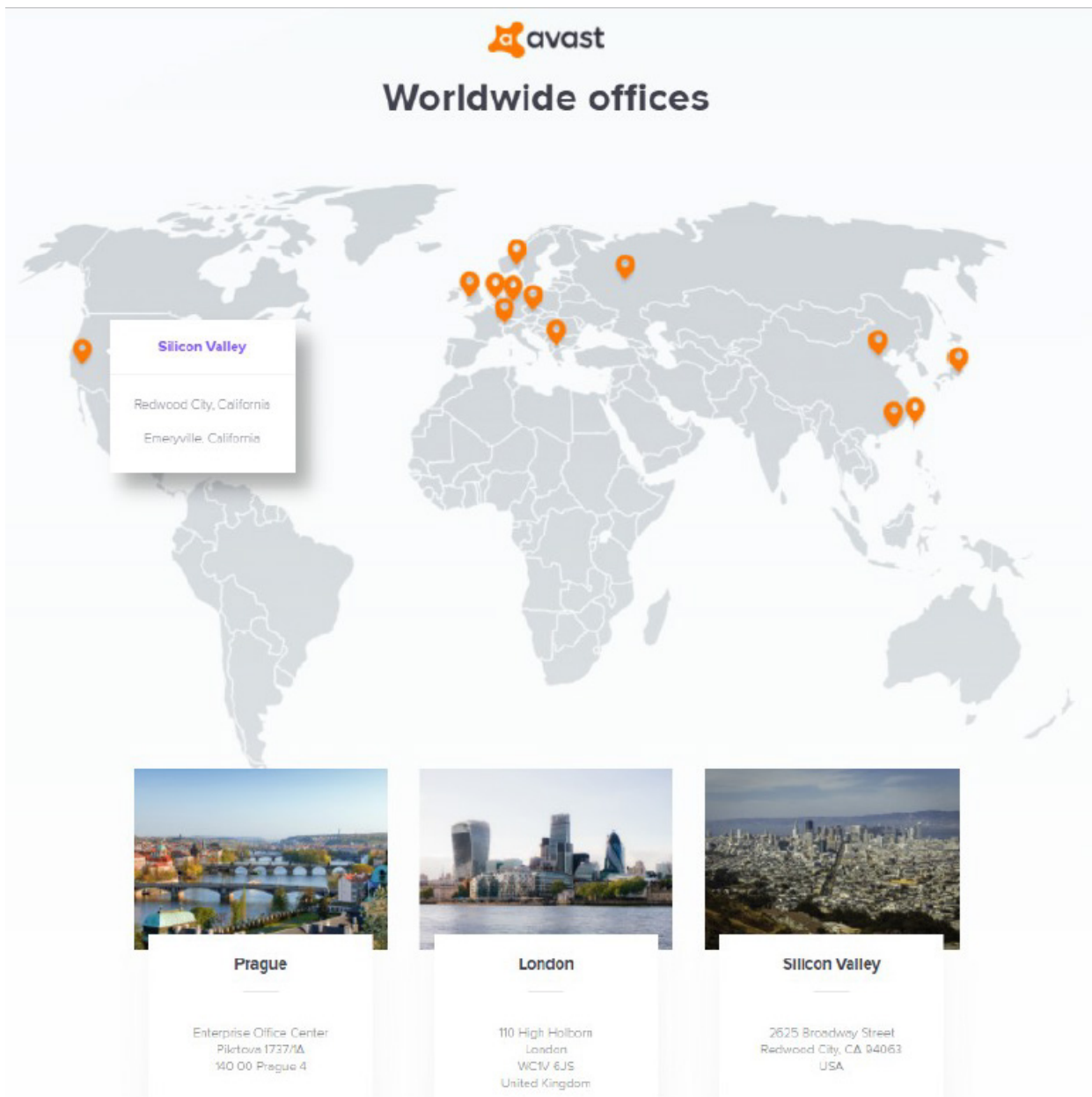


The image features the Avast logo at the top center, followed by the title "Worldwide offices". Below this is a world map with orange location pins indicating office locations in North America, Europe, and Asia. Three callout boxes provide details for Prague, London, and Silicon Valley.

Prague
Enterprise Office Center
Pikrtova 1737/1A
140 00 Prague 4

London
110 High Holborn
London
WC1V 6JS
United Kingdom

Silicon Valley
2625 Broadway Street
Redwood City, CA 94063
USA



The image displays the Avast logo at the top center, followed by the title "Worldwide offices". Below this is a world map with orange location pins. A callout box for Silicon Valley lists "Redwood City, California" and "Emeryville, California". At the bottom, three panels provide details for Prague, London, and Silicon Valley, each with a photograph and address information.

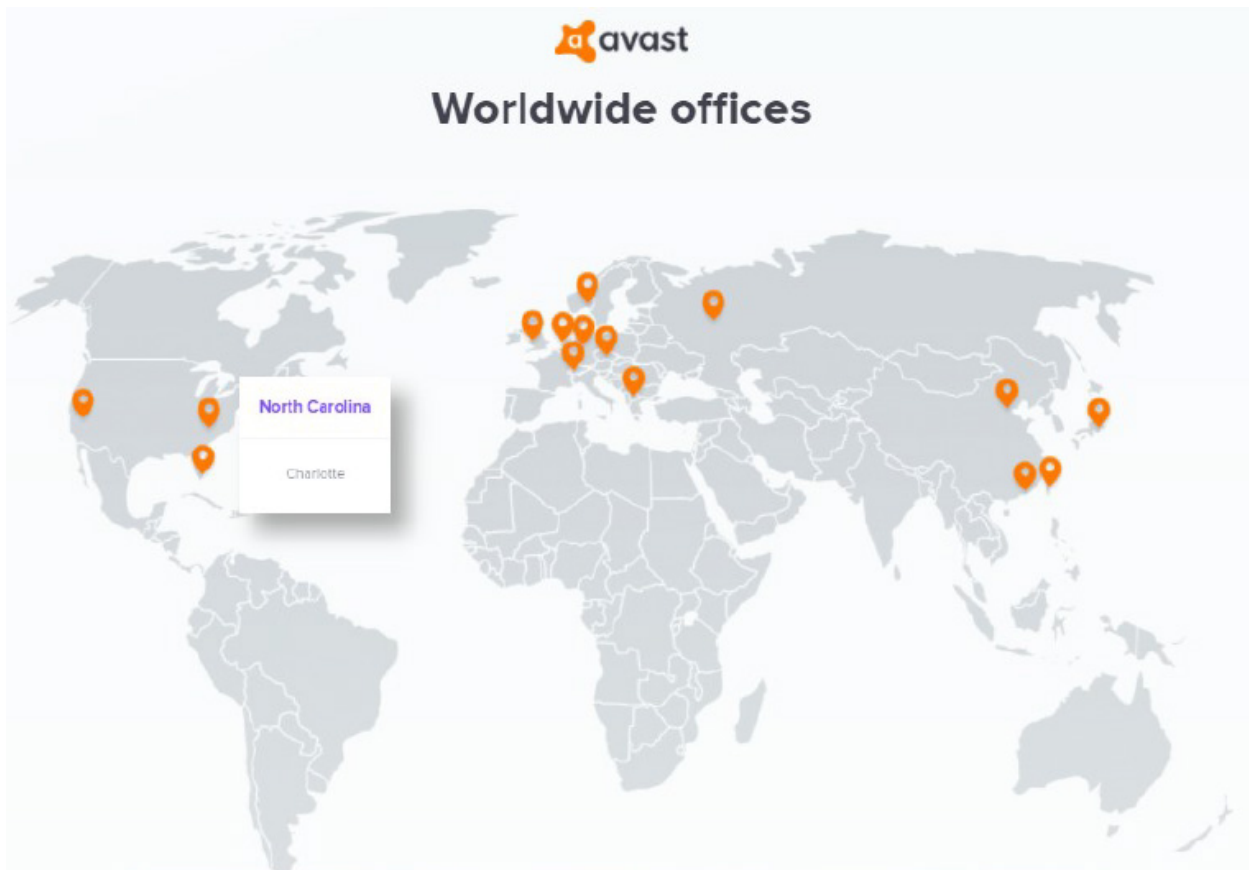
avast
Worldwide offices

Silicon Valley
Redwood City, California
Emeryville, California

Prague
Enterprise Office Center
Piktova 1737/1A
140 00 Prague 4

London
110 High Holborn
London
WC1V 6JS
United Kingdom

Silicon Valley
2625 Broadway Street
Redwood City, CA 94063
USA



avast
Worldwide offices

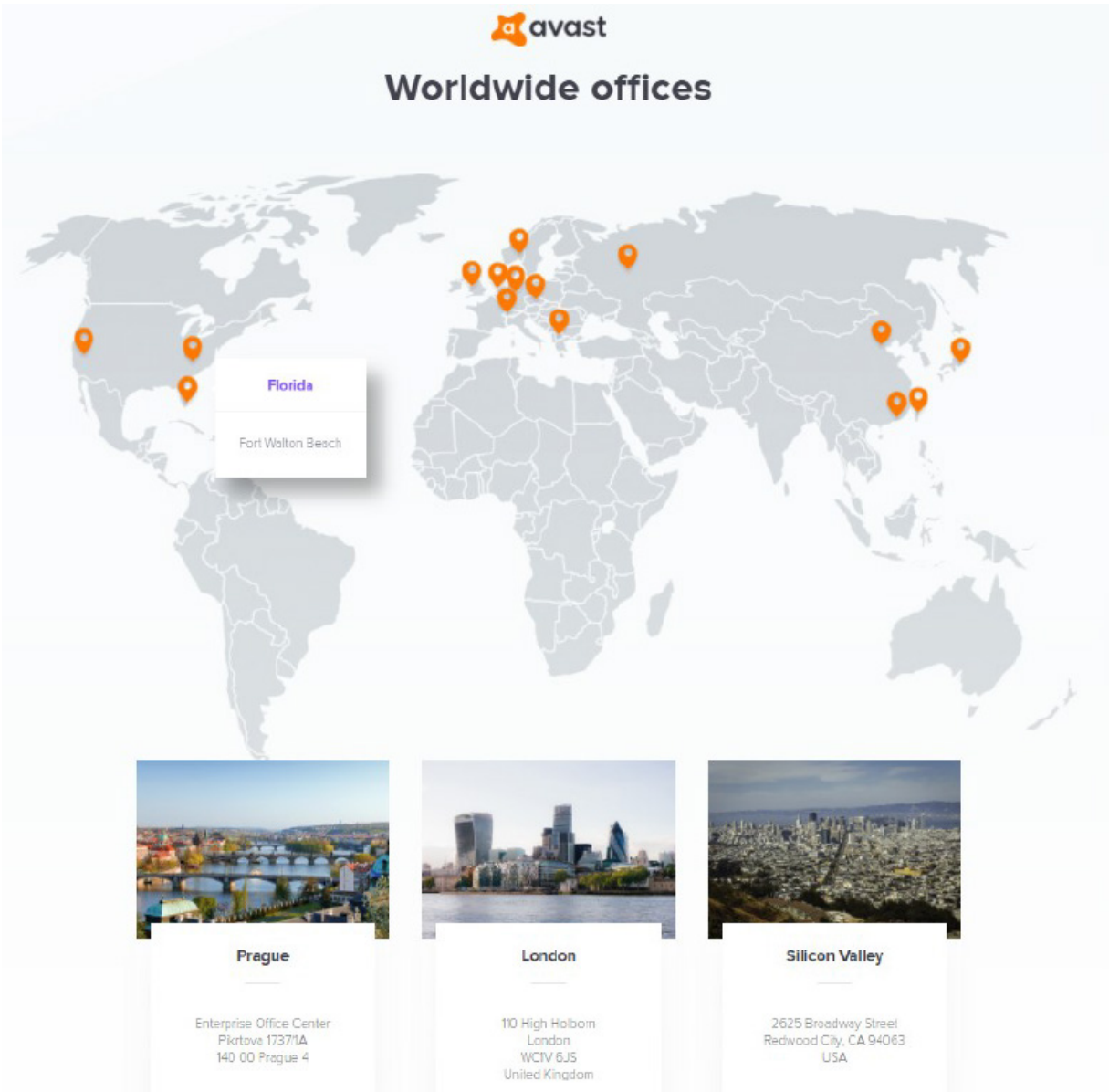
North Carolina
Charlotte

Prague
Enterprise Office Center
Pikrtova 1737/1A
140 00 Prague 4

London
110 High Holborn
London
WC1V 6JS
United Kingdom

Silicon Valley
2625 Broadway Street
Redwood City, CA 94063
USA

The image displays a world map with orange location pins. A callout box for North Carolina shows Charlotte. Below the map are three panels for Prague, London, and Silicon Valley, each with a photo and address details.



The image displays the Avast logo at the top center, followed by the heading "Worldwide offices". Below this is a world map with orange location pins. A callout box for Florida is open, showing "Fort Walton Beach". At the bottom, three office locations are highlighted with photos and text: Prague, London, and Silicon Valley.

avast
Worldwide offices

Florida
Fort Walton Beach

Prague
Enterprise Office Center
Plkrtovo 1737/1A
140 00 Prague 4

London
110 High Holborn
London
WC1V 6JS
United Kingdom

Silicon Valley
2625 Broadway Street
Redwood City, CA 94063
USA

EXHIBIT 13

Texas Secretary of State**Corporate Filing 1****Business Information**

Filing Type:	CURRENT
Filing Number:	0803558982
Name:	IKORONGO TEXAS, LLC
Name Type:	LEGAL
Filing Date:	02/26/2020
Filing Type:	CREATION
Status:	IN USE
Place Incorporated:	TEXAS
Date Incorporated:	02/26/2020
Partnership:	NO
Status Comment:	RIGHT TO TRANSACT BUSINESS: ACTIVE
Date Last Seen:	03/07/2020

Corporate Filing 2**Business Information**

Filing Type:	CURRENT
Filing Number:	0803558982
Name:	IKORONGO TEXAS, LLC
Name Type:	LEGAL
Standard Business Address:	206 E 9TH ST STE 1300 AUSTIN, TX 78701-4411
Original Business Address:	206 E 9TH ST STE 1300 AUSTIN, TX 787014411 US
State Tax ID:	32073559000
Business Type:	DOMESTIC LIMITED LIABILITY COMPANY (LLC)
Status:	IN EXISTENCE
Place Incorporated:	TEXAS
Date Incorporated:	02/26/2020
Foreign/Domestic:	DOMESTIC
Terms:	PERPETUAL
Partnership:	NO
Status Comment:	RIGHT TO TRANSACT BUSINESS: ACTIVE
Date Last Seen:	03/07/2020

Declaration of JuSeong Ryu

Filed Under Seal

Slip Sheet

(Pursuant to Practice Notes to Federal Circuit Rule 25.1, this slip sheet is to cover pages in its corresponding version included in the Confidential Appendix)

Slip Sheet

(Pursuant to Practice Notes to Federal Circuit Rule 25.1, this slip sheet is to cover pages in its corresponding version included in the Confidential Appendix)

Slip Sheet

(Pursuant to Practice Notes to Federal Circuit Rule 25.1, this slip sheet is to cover pages in its corresponding version included in the Confidential Appendix)

Slip Sheet

(Pursuant to Practice Notes to Federal Circuit Rule 25.1, this slip sheet is to cover pages in its corresponding version included in the Confidential Appendix)

Declaration of Daniel S. Friedland

Filed Under Seal

Slip Sheet

(Pursuant to Practice Notes to Federal Circuit Rule 25.1, this slip sheet is to cover pages in its corresponding version included in the Confidential Appendix)

Slip Sheet

(Pursuant to Practice Notes to Federal Circuit Rule 25.1, this slip sheet is to cover pages in its corresponding version included in the Confidential Appendix)

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(Pursuant to Practice Notes to Federal Circuit Rule 25.1, this slip sheet is to cover pages in its corresponding version included in the Confidential Appendix)

Slip Sheet

(Pursuant to Practice Notes to Federal Circuit Rule 25.1, this slip sheet is to cover pages in its corresponding version included in the Confidential Appendix)

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

**IKORONGO TEXAS LLC and
IKORONGO TECHNOLOGY LLC,**

Plaintiffs,

v.

**LG ELECTRONICS INC., and LG
ELECTRONICS U.S.A., INC.,**

Defendant.

§
§
§
§
§
§
§
§
§
§
§

Case No. 6:20-cv-00257-ADA

[FILED UNDER SEAL]

**PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT'S
MOTION TO TRANSFER VENUE AND BRIEF IN SUPPORT**

Slip Sheet

(Pursuant to Practice Notes to Federal Circuit Rule 25.1, this slip sheet is to cover pages in its corresponding version included in the Confidential Appendix)

Slip Sheet

(Pursuant to Practice Notes to Federal Circuit Rule 25.1, this slip sheet is to cover pages in its corresponding version included in the Confidential Appendix)

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(Pursuant to Practice Notes to Federal Circuit Rule 25.1, this slip sheet is to cover pages in its corresponding version included in the Confidential Appendix)

EXHIBIT A

505988798 03/27/2020
PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6035507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
IKORONGO TECHNOLOGY, LLC	03/20/2020
RECEIVING PARTY DATA	
Name:	HUGH B SVENDSEN
Street Address:	678 BEAR TREE CREEK
City:	CHAPEL HILL
State/Country:	NORTH CAROLINA
Postal Code:	27517
Name:	SARAH S SVENDSEN
Street Address:	678 BEAR TREE CREEK
City:	CHAPEL HILL
State/Country:	NORTH CAROLINA
Postal Code:	27517
Name:	SCOTT D CURTIS
Street Address:	3611 UNIVERSITY DRIVE #11U
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27707
Name:	EUGENE FARRELLY
Street Address:	103 ORILLA COURT
City:	CARY
State/Country:	NORTH CAROLINA
Postal Code:	27513
Name:	MICHAEL W HELPINGSTINE
Street Address:	WATERLOO STATION DRIVE
City:	CARY
State/Country:	NORTH CAROLINA
Postal Code:	27513
PROPERTY NUMBERS Total: 17	

505988798

PATENT
REEL: 052246 FRAME: 0756

Property Type	Number
Patent Number:	7080139
Patent Number:	RE41450
Patent Number:	RE44324
Patent Number:	RE45351
Patent Number:	RE45543
Application Number:	14550100
Patent Number:	RE47704
Patent Number:	8060525
Patent Number:	8117193
Patent Number:	8316015
Patent Number:	8332425
Patent Number:	8577874
Patent Number:	8874554
Patent Number:	8886666
Patent Number:	8983937
Patent Number:	9275138
Patent Number:	9552428

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 919-642-0082
Email: prosecution@ikorongo.com
Correspondent Name: HUGH B SVENDSEN
Address Line 1: 678 BEAR TREE CREEK
Address Line 4: CHAPEL HILL, NORTH CAROLINA 27517

NAME OF SUBMITTER:	HUGH B. SVENDSEN
SIGNATURE:	/Hugh B. Svendsen/
DATE SIGNED:	03/27/2020

Total Attachments: 9
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PATENT
REEL: 052246 FRAME: 0757

ASSIGNMENT OF PATENT RIGHTS
(Assignment 1 of 2)

This Assignment of Patent Rights (this “**Assignment**”), effective as of March 20, 2020 (the “**Effective Date**”), is made by and between (a) **Ikorongo Technology, LLC**, a North Carolina limited liability company with an address at 678 Bear Tree Creek, Chapel Hill, NC 27517 (the “**Assignor**”), on the one hand, and (b) each of Hugh B. Svendsen, an individual with an address at 678 Bear Tree Creek, Chapel Hill, NC 27517 (“**H. Svendsen**”), Sarah Sowers Svendsen, an individual with an address at 678 Bear Tree Creek, Chapel Hill, NC 27517 (“**S. Svendsen**”), Eugene Farrelly, an individual with an address at 103 Orilla Court, Cary, NC 27513 (“**Farrelly**”), Michael W. Helpingstine, an individual with an address at 108 Waterloo Station Dr., Cary, NC 27513 (“**Helpingstine**”), and Scott D. Curtis, an individual with an address at 1706 Ward St., Durham, NC 27707 (“**Curtis**,” and, together with H. Svendsen, S. Svendsen, Farrelly, and Helpingstine, the “**Assignee**”), on the other hand.

WHEREAS, Assignor is the owner of all rights, title and interest in and to all of the patents, reissues, reissue applications and patent applications identified in Schedule A and in any patent letters, reissues, and patent registrations that have been and/or may be granted with respect to the same, and all divisions, renewals, and continuations thereof, and all patents which may be granted thereon and all reissues and extensions thereof (collectively the “**Patents**”);

WHEREAS, Assignee owns all of the issued and outstanding membership interests in Assignor;

WHEREAS, Assignor desires to assign, grant and convey to Assignee as a distribution, and Assignee desires to acquire and assume from Assignor as a distribution, the exclusive right under the Patents within and throughout the specified part of the United States identified on Schedule B; and

WHEREAS, this assignment is made consistent with the principles of *Waterman v. Mackenzie*, 138 U.S. 252 (1891) and 35 U.S.C. §261;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged Assignor hereby assigns, grants and conveys to Assignee as a distribution, and Assignee hereby acquires and assumes from Assignor as a distribution, the exclusive right under the Patents within and throughout the specified part of the United States identified on Schedule B, including the right to sue for past, present and future infringement and damages thereof;

For the avoidance of doubt, Assignor retains for itself (and does not assign, grant or convey to Assignee) the exclusive right under the Patents within and throughout all parts of the United States and world not identified on Schedule B;

ASSIGNOR HEREBY covenants and agrees that it has the full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith; and

ASSIGNOR agrees to execute and deliver to Assignee all documents necessary to effectuate and maintain registrations pertaining to the Patents and inventions therein described now and in the future and to perfect - including through the correction of any inaccuracy or omission to the Patents or otherwise enable the transfer, conveyance and assignment of the assigned exclusive right in the Patents; and

PATENT
REEL: 052246 FRAME: 0758

ASSIGNOR AND ASSIGNEE agree that this Assignment may be executed in any number of counterparts, each of which shall be deemed an original of this Assignment. Counterparts of this Assignment may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

IKORONGO TECHNOLOGY, LLC


By: 

Name: Hugh B. Svendsen

Title: Manager

ASSIGNEE:


Hugh B. Svendsen


Sarah Sowers Svendsen

.....
Eugene Farrelly

.....
Michael W. Helpingstine

.....
Scott D. Curtis

PATENT
REEL: 052246 FRAME: 0760

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

IKORONGO TECHNOLOGY, LLC

By: _____

Name: Hugh B. Svendsen

Title: Manager

ASSIGNEE:

Hugh B. Svendsen

Sarah Sowers Svendsen



Eugene Farrelly

Michael W. Helpingstine

Scott D. Curtis

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

IKORONGO TECHNOLOGY, LLC

By: _____

Name: Hugh B. Svendsen

Title: Manager

ASSIGNEE:

Hugh B. Svendsen

Sarah Sowers Svendsen

Eugene Farrelly



Michael W. Helpingstine

Scott D. Curtis

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

IKORONGO TECHNOLOGY, LLC

By: _____

Name: Hugh B. Svendsen

Title: Manager

ASSIGNEE:

Hugh B. Svendsen

Sarah Sowers Svendsen

Eugene Farrelly

Michael W. Helpingstine



Scott D. Curtis

SCHEDULE A

APPLICATION NUMBER	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS	TITLE
09841475	4/24/2001	7080139	7/18/2006	Patented	Method and apparatus for selectively sharing and passively tracking communication device experiences
12172518	7/14/2008	RE41450	7/20/2010	Patented	Method and apparatus for selectively sharing and passively tracking communication device experiences
12820579	6/22/2010	RE44324	6/25/2013	Patented	Method and apparatus for selectively sharing and passively tracking communication device experiences
13893992	5/14/2013	RE45351	1/20/2015	Patented	Method and apparatus for selectively sharing and passively tracking communication device experiences
13894009	5/14/2013	RE45543	6/2/2015	Patented	Method and apparatus for selectively sharing and passively tracking communication device experiences
14550100	11/21/2014			Pending	Method and apparatus for selectively sharing and passively tracking communication device experiences
14577746	12/19/2014	RE47704	11/5/2019	Patented	Method and apparatus for selectively sharing and passively tracking communication device experiences
11963050	12/21/2007	8060525	11/15/2011	Active	Method and system for generating media recommendations in a distributed environment based on tagging play history information with location information

PATENT
REEL: 052246 FRAME: 0764

12192682	08/15/2008	8117193	02/14/2012	Active	Tunersphere
13228688	09/09/2011	8316015	11/20/2012	Active	Tunersphere
13286746	01/11/2011	8332425	12/11/2012	Active	Method and system for generating media recommendations in a distributed environment based on tagging play history information with location information
13655648	10/19/2012	8577874	11/05/2013	Expired	Tunersphere
14069761	01/11/2013	8874554	10/28/2014	Active	Turnersphere
13616651	09/14/2012	8886666	11/11/2014	Expired	Method and system for generating media recommendations in a distributed environment based on tagging play history information with location information
14488456	09/17/2014	8983937	03/17/2015	Active	Tunersphere
14658551	03/16/2015	9275138	03/01/2016	Active	System for generating media recommendations in a distributed environment based on seed information
15056310	02/29/2016	9552428	01/24/2017	Active	System for generating media recommendations in a distributed environment based on seed information

SCHEDULE B

The specified part of the United States is the following counties of the State of Texas:

Andrews, Atascosa, Bandera, Bastrop, Bell, Bexar, Blanco, Bosque, Brewster, Burleson, Burnet, Caldwell, Comal, Coryell, Crane, Culberson, Dimmit, Ector, Edwards, Falls, Freestone, Frio, Gillespie, Gonzales, Guadalupe, Hamilton, Hays, Hill, Hudspeth, Jeff Davis, Karnes, Kendall, Kerr, Kimble, Kinney, Lampasas, Lee, Leon, Limestone, Llano, Loving, Martin, Mason, Maverick, McCulloch, McLennan, Medina, Midland, Milam, Pecos, Presidio, Real, Reeves, Robertson, San Saba, Somervell, Terrell, Travis, Upton, Uvalde, Val Verde, Ward, Washington, Williamson, Wilson, Winkler, Zavalla;

Anderson, Angelina, Bowie, Camp, Cass, Cherokee, Collin, Cook, Delta, Denton, Fannin, Franklin, Grayson, Gregg, Hardin, Harrison, Henderson, Hopkins, Houston, Jasper, Lamar, Liberty, Marion, Morris, Nacogdoches, Newton, Orange, Panola, Polk, Rains, Red River, Rusk, Sabine, San Augustine, Shelby, Smith, Titus, Trinity, Tyler, Upshur, Van Zandt, and Wood.

EXHIBIT B

505988804 03/27/2020
PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6035513

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
HUGH B SVENDSEN	03/20/2020
SARAH S SVENDSEN	03/20/2020
SCOTT D CURTIS	03/20/2020
EUGENE FARRELLY	03/20/2020
MICHAEL W HELPINGSTINE	03/20/2020
RECEIVING PARTY DATA	
Name:	IKORONGO TEXAS, LLC
Street Address:	678 BEAR TREE CREEK
City:	CHAPEL HILL
State/Country:	NORTH CAROLINA
Postal Code:	27517
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	7080139
Patent Number:	RE41450
Patent Number:	RE44324
Patent Number:	RE45351
Patent Number:	RE45543
Application Number:	14550100
Patent Number:	RE47704
Patent Number:	8060525
Patent Number:	8117193
Patent Number:	8316015
Patent Number:	8332425
Patent Number:	8577874
Patent Number:	8874554
Patent Number:	8886666
Patent Number:	8983937

505988804

PATENT
REEL: 052246 FRAME: 0791

Property Type	Number
Patent Number:	9275138
Patent Number:	9552428

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 919-642-0082
Email: prosecution@ikorongo.com
Correspondent Name: HUGH B SVENDSEN
Address Line 1: 678 BEAR TREE CREEK
Address Line 4: CHAPEL HILL, NORTH CAROLINA 27517

NAME OF SUBMITTER:	HUGH B. SVENDSEN
SIGNATURE:	/Hugh B. Svendsen/
DATE SIGNED:	03/27/2020

Total Attachments: 9

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- source=2) Members to Ikorongo TX - Assignment of Patent Rights - FINAL - EXECUTED#page9.tif

**ASSIGNMENT OF PATENT RIGHTS
(Assignment 2 of 2)**

This Assignment of Patent Rights (this “**Assignment**”), effective as of March 20, 2020 (the “**Effective Date**”), is made by and between (a) each of Hugh B. Svendsen, an individual with an address at 678 Bear Tree Creek, Chapel Hill, NC 27517 (“**H. Svendsen**”), Sarah Sowers Svendsen, an individual with an address at 678 Bear Tree Creek, Chapel Hill, NC 27517 (“**S. Svendsen**”), Eugene Farrelly, an individual with an address at 103 Orilla Court, Cary, NC 27513 (“**Farrelly**”), Michael W. Helpingstine, an individual with an address at 108 Waterloo Station Dr., Cary, NC 27513 (“**Helpingstine**”), and Scott D. Curtis, an individual with an address at 1706 Ward St., Durham, NC 27707 (“**Curtis**,” and, together with H. Svendsen, S. Svendsen, Farrelly, and Helpingstine, the “**Assignor**”), on the one hand, and (b) **Ikorongo Texas, LLC**, a Texas limited liability company with an address at 678 Bear Tree Creek, Chapel Hill, NC 27517 (the “**Assignee**”), on the other hand.

WHEREAS, all of the patents, reissues, reissue applications and patent applications identified in Schedule A and any patent letters, reissues, and patent registrations that have been and/or may be granted with respect to the same, and all divisions, renewals, and continuations thereof, and all patents which may be granted thereon and all reissues and extensions thereof are collectively defined herein as the “**Patents**”;

WHEREAS, Assignor is the owner of the exclusive right under the Patents within and throughout the specified part of the United States identified on Schedule B;

WHEREAS, Assignor owns all of the issued and outstanding membership interests in Assignee;

WHEREAS, Assignor desires to assign, grant and convey to Assignee as a contribution, and Assignee desires to acquire and assume from Assignor as a contribution, the exclusive right under the Patents within and throughout the specified part of the United States identified on Schedule B; and

WHEREAS, this assignment is made consistent with the principles of *Waterman v. Mackenzie*, 138 U.S. 252 (1891) and 35 U.S.C. §261;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged Assignor hereby assigns, grants and conveys to Assignee as a contribution, and Assignee hereby acquires and assumes from Assignor as a contribution, the exclusive right under the Patents within and throughout the specified part of the United States identified on Schedule B, including the right to sue for past, present and future infringement and damages thereof;

ASSIGNOR HEREBY covenants and agrees that it has the full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith; and

ASSIGNOR agrees to execute and deliver to Assignee all documents necessary to effectuate and maintain registrations pertaining to the Patents and inventions therein described now and in the future and to perfect - including through the correction of any inaccuracy or omission to the Patents or otherwise enable the transfer, conveyance and assignment of the assigned exclusive right in the Patents; and

ASSIGNOR AND ASSIGNEE agree that this Assignment may be executed in any number of counterparts, each of which shall be deemed an original of this Assignment. Counterparts of this


**PATENT
REEL: 052246 FRAME: 0793**

Assignment may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:



Hugh B. Svendsen



Sarah Sowers Svendsen


Eugene Farrelly

Michael W. Helpingstine

Scott D. Curtis

ASSIGNEE:

IKORONGO TEXAS, LLC

By:  _____

Name: Hugh B. Svendsen

Title: Manager


PATENT
REEL: 052246 FRAME: 0795

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

Hugh B. Svendsen

Sarah Sowers Svendsen



Eugene Farrelly

Michael W. Helpingstine

Scott D. Curtis

ASSIGNEE:

IKORONGO TEXAS, LLC

By: _____
Name: Hugh B. Svendsen
Title: Manager

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

Hugh B. Svendsen

Sarah Sowers Svendsen

Eugene Farrelly



Michael W. Helpingstine

Scott D. Curtis

ASSIGNEE:

IKORONGO TEXAS, LLC

By: _____
Name: Hugh B. Svendsen
Title: Manager

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.


ASSIGNOR:

Hugh B. Svendsen

Sarah Sowers Svendsen

Eugene Farrelly

Michael W. Helpingstine



Scott D. Curtis

ASSIGNEE:

IKORONGO TEXAS, LLC

By: _____
Name: Hugh B. Svendsen
Title: Manager

SCHEDULE A

APPLICATION NUMBER	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS	TITLE
09841475	4/24/2001	7080139	7/18/2006	Patented	Method and apparatus for selectively sharing and passively tracking communication device experiences
12172518	7/14/2008	RE41450	7/20/2010	Patented	Method and apparatus for selectively sharing and passively tracking communication device experiences
12820579	6/22/2010	RE44324	6/25/2013	Patented	Method and apparatus for selectively sharing and passively tracking communication device experiences
13893992	5/14/2013	RE45351	1/20/2015	Patented	Method and apparatus for selectively sharing and passively tracking communication device experiences
13894009	5/14/2013	RE45543	6/2/2015	Patented	Method and apparatus for selectively sharing and passively tracking communication device experiences
14550100	11/21/2014			Pending	Method and apparatus for selectively sharing and passively tracking communication device experiences
14577746	12/19/2014	RE47704	11/5/2019	Patented	Method and apparatus for selectively sharing and passively tracking communication device experiences
11963050	12/21/2007	8060525	11/15/2011	Active	Method and system for generating media recommendations in a distributed environment based on tagging play history information with location information

PATENT
REEL: 052246 FRAME: 0799

12192682	08/15/2008	8117193	02/14/2012	Active	Tunersphere
13228688	09/09/2011	8316015	11/20/2012	Active	Tunersphere
13286746	01/11/2011	8332425	12/11/2012	Active	Method and system for generating media recommendations in a distributed environment based on tagging play history information with location information
13655648	10/19/2012	8577874	11/05/2013	Expired	Tunersphere
14069761	01/11/2013	8874554	10/28/2014	Active	Turnersphere
13616651	09/14/2012	8886666	11/11/2014	Expired	Method and system for generating media recommendations in a distributed environment based on tagging play history information with location information
14488456	09/17/2014	8983937	03/17/2015	Active	Tunersphere
14658551	03/16/2015	9275138	03/01/2016	Active	System for generating media recommendations in a distributed environment based on seed information
15056310	02/29/2016	9552428	01/24/2017	Active	System for generating media recommendations in a distributed environment based on seed information

SCHEDULE B

The specified part of the United States is the following counties of the State of Texas:

Andrews, Atascosa, Bandera, Bastrop, Bell, Bexar, Blanco, Bosque, Brewster, Burleson, Burnet, Caldwell, Comal, Coryell, Crane, Culberson, Dimmit, Ector, Edwards, Falls, Freestone, Frio, Gillespie, Gonzales, Guadalupe, Hamilton, Hays, Hill, Hudspeth, Jeff Davis, Karnes, Kendall, Kerr, Kimble, Kinney, Lampasas, Lee, Leon, Limestone, Llano, Loving, Martin, Mason, Maverick, McCulloch, McLennan, Medina, Midland, Milam, Pecos, Presidio, Real, Reeves, Robertson, San Saba, Somervell, Terrell, Travis, Upton, Uvalde, Val Verde, Ward, Washington, Williamson, Wilson, Winkler, Zavalla;

Anderson, Angelina, Bowie, Camp, Cass, Cherokee, Collin, Cook, Delta, Denton, Fannin, Franklin, Grayson, Gregg, Hardin, Harrison, Henderson, Hopkins, Houston, Jasper, Lamar, Liberty, Marion, Morris, Nacogdoches, Newton, Orange, Panola, Polk, Rains, Red River, Rusk, Sabine, San Augustine, Shelby, Smith, Titus, Trinity, Tyler, Upshur, Van Zandt, and Wood.

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

IKORONGO TECHNOLOGY LLC and
IKORONGO TEXAS LLC,

Plaintiffs,

v.

LG ELECTRONICS INC., and LG
ELECTRONICS U.S.A., INC.,

Defendants.

Civil Action No. 6:20-cv-257-ADA

████████████████████

JURY TRIAL DEMANDED

DEFENDANTS' REPLY IN SUPPORT OF
DEFENDANTS' OPPOSED MOTION TO TRANSFER TO THE
NORTHERN DISTRICT OF CALIFORNIA UNDER 28 U.S.C. § 1404(a)

I. INTRODUCTION

Under § 1404, this case should be transferred from the Western District of Texas (“WDTX”) to the Northern District of California (“NDCA”). Third-party witnesses from Google and AT&T and two named inventors are located in NDCA. Despite taking extensive venue discovery, Ikorongo has not identified a single relevant witness or document in WDTX. Instead, the only WDTX tie Ikorongo can muster is that unnamed “end-users of LG phones” use phones in this district. But end users use LG phones in every district and, regardless, end users are unlikely to testify at trial and do not make WDTX more convenient.

Unable to defeat a § 1404 transfer on the merits, Ikorongo tries to justify avoiding transfer through its novel pre-filing contractual maneuvering. First, North Carolina-based Ikorongo Technology LLC (“Ikorongo Tech”) created Texas-based Ikorongo Texas LLC (“Ikorongo TX”) and assigned to Ikorongo TX the right to sue in Texas. Ikorongo TX then filed the original complaint, only to file an amended complaint one day later adding Ikorongo Tech as a co-plaintiff. Ikorongo argues this means that transfer is improper because Ikorongo TX was only assigned authority to sue in Texas, not elsewhere. That argument—and the fiction Ikorongo tries to achieve with its maneuverings—fails because whether venue is proper under § 1404 focuses on the defendants’ contacts in the transferee forum when the original complaint was filed, not whether a specific plaintiff could sue in that district.

II. THIS CASE COULD HAVE BEEN FILED IN NDCA

Under 28 U.S.C. § 1404(a), “a district court may transfer any civil action to any other district or division where it might have been brought” A patent infringement action “might have been brought” in any judicial district “where the defendant has committed acts of infringement and has a regular and established place of business.” 28 U.S.C. § 1400(b). Ikorongo alleges LG committed acts of infringement in NDCA (*see, e.g.*, Am. Compl. at ¶¶ 21, 31, 41, 51)

and does not dispute that LGEUS has a regular and established place of business in NDCA. Moreover, venue is proper in any district for LGEKR, a foreign corporation. 28 U.S.C. § 1391. Ikorongo therefore does not dispute LG could have been sued in NDCA.

Ikorongo instead argues that it could not have filed suit in NDCA because Ikorongo Tech's pre-filing assignment to Ikorongo TX only permitted the latter to sue in Texas. Plaintiffs' Response in Opposition to Defendant's Motion to Transfer Venue and Brief in Support ("Opposition") at 4-5. This argument is baseless. Whether a case "might have been brought" in the transferee forum focuses on the *defendants'* contacts with the transferee forum *at the time the original suit was filed*, not whether a specific plaintiff like Ikorongo TX was contractually permitted to bring suit in the transferee district. Venue is proper in any district "where the *defendant* has committed acts of infringement and has a regular and established place of business." 28 U.S.C. § 1400(b) (emphasis added). The statute poses no requirements on the plaintiff, as confirmed by Ikorongo's own cases.¹

Ikorongo cites no authority for the proposition that a plaintiff's pre-filing contractual maneuverings can allow it to avoid transfer regardless of convenience. Nor should this court accept Ikorongo's request to make new law, as accepting Ikorongo's argument would have far-reaching implications: any patent holder could defeat § 1404 by merely incorporating a new company and assigning to that new company the right sue only in a particular district. Nothing in

¹ In *Galderma*, the court determined venue was improper in N.D. Tex. by analyzing the defendant's presence in that district when the case was filed. 290 F. Supp. 3d 599, 612 (N.D. Tex. 2017). Similarly, in *Adaptix*, the court held that the transferee forum had jurisdiction because when the complaint was filed, the defendant infringed and had a sufficient place of business in the transferee district. 937 F. Supp. 2d 867, 872 (E.D. Tex. 2013). The instant case could have been brought in NDCA because when the original complaint was filed, LG-branded products, including the accused products, were sold throughout the US, including in NDCA, and LGEUS had a regular and established place of business in NDCA.

28 U.S.C. § 1404(a), 28 U.S.C. § 1400(b), or precedent permits such gamesmanship. Moreover, the “original complaint” named both Ikorongo entities, not just Ikorongo TX, as Ikorongo argues.²

III. THE PRIVATE AND PUBLIC INTEREST FACTORS FAVOR TRANSFER

All private and public interest factors weigh in favor of transfer. First, relevant sources of proof are located in NDCA, not WDTX. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

By contrast, Ikorongo has not identified any relevant sources of proof in WDTX. While Ikorongo identifies a Google data center in Midlothian, TX—which is in the Northern, not Western, District of Texas—its assertion that documents relevant to the litigation are stored in that data center is unsupported. See *DataQuill, Ltd. v. Apple Inc.*, No. A-13-CA-706-SS, 2014 WL 2722201, at *5 (W.D. Tex. June 13, 2014) (granting transfer because while “[t]here is no dispute [defendant] has a presence in this district, [] that presence is unrelated to this litigation”).

Second, the availability of compulsory process weighs in favor of transfer. [REDACTED]

[REDACTED] and two named

² Ikorongo argues “Ikorongo TX was the sole plaintiff in the original complaint,” since Ikorongo Tech. was not added as a plaintiff until one day after Dkt. 1 was filed. Opp. at 4-5. Ikorongo is wrong: the “original complaint” as to Defendants is the amended complaint that lists both Ikorongo entities. Dkt. 2. ***The first and only complaint Ikorongo served on Defendants was the amended complaint, see Dkts. 7-9, and a summons never even issued as to what Ikorongo now calls the “original complaint.”*** Dkt. 1. Even if Ikorongo were correct as to how the §§ 1404(a) or 1400(b) analysis is conducted, its argument fails because the “original complaint” names both Ikorongo entities.

³ As explained in Defendants’ Opposition to Ikorongo’s Motion to Strike Mr. Friedland’s Declaration, Mr. Friedland’s declaration is based on personal knowledge and admissible.

inventors of the asserted patents are subject to compulsory process in NDCA. Defendants' Opposed Motion to Transfer to the Northern District of California Under 28 U.S.C. § 1404(a) (Dkt. 27) at 6-8. In contrast, Ikorongo has not identified any specific witnesses likely to testify that are subject to this Court's compulsory process. Instead, Ikorongo focuses on unspecified "end-users of LG phones" that it "may need to subpoena" in WDTX and the Court's allegedly central location for named inventors outside this Court's subpoena power. Opposition at 9-10. Neither group swings this factor against transfer. End users are not unique to this district and are unlikely to testify at trial. Inventors outside this Court's compulsory process are also irrelevant, as it is improper to weigh a court's "central location as a consideration in the absence of witnesses within the plaintiff's choice of venue." *In re Genentech, Inc.*, 566 F.3d 1338, 1344 (Fed. Cir. 2009). Finally, contrary to Ikorongo's assertion, Google is a third party, as Ikorongo brought suit only against Defendants, not Google.

Third, the "most important factor in the transfer analysis"—convenience of witnesses, especially for non-party witnesses—weighs in favor of transfer as [REDACTED]

[REDACTED]. *Parus Holdings Inc. v. LG Elecs. Inc.*, No. 6:19-CV-00432-ADA, 2020 WL 4905809, at *5 (W.D. Tex. Aug. 20, 2020); Friedland Decl. ¶¶ 5, 8, 10; [REDACTED]

[REDACTED]. Ikorongo has not identified a single relevant witness in WDTX. That Ikorongo's CEO resides closer to WDTX than NDCA does not change this analysis, as "[t]he Court gives the convenience of party witnesses little weight." *Parus Holdings*, 2020 WL 4905809, at *5. Moreover, even assuming that food and lodging costs are less expensive in WDTX than NDCA, as Ikorongo alleges, any such cost savings will likely be more than offset by the number of witnesses that will not need any food or lodging if the case were tried in NDCA.

Fourth, the practical problems factor weighs in favor of transfer because this case is still in its early stages. The *Markman* hearing is still forthcoming and fact discovery has not commenced. Ikorongo asserts this factor weighs against transfer because the Bumble case will remain in this district. Opp. at 13. That argument is misplaced: the “mere co-pendency of related suits in a particular district” does not “automatically” tip this factor in Ikorongo’s favor. See *In re Google Inc.*, No. 2017-107, 2017 WL 977038, at *2 (Fed. Cir. Feb. 23, 2017). “To hold otherwise” would “effectively inoculat[e] a plaintiff against convenience transfer under § 1404(a) simply because it filed related suits against multiple defendants in the transferor district. This is not the law under the Fifth Circuit.” *Id.* Additionally, courts reject Ikorongo’s argument that judicial economy disfavors transfer because “this Court will necessarily become familiar with the Asserted Patents.” *E.g., In re EMC Corp.*, 501 F. App’x 973, 976 (Fed. Cir. 2013) (“Motions to transfer venue are to be decided based on ‘the situation which existed when suit was instituted.’ Any subsequent familiarity gained by the district court is therefore irrelevant.”) (internal citations omitted).

Finally, the public interest factors either favor transfer or are neutral. First, the local interest factor weighs heavily in favor of transfer because NDCA has a greater localized interest in deciding this case, [REDACTED]. In contrast, Ikorongo identifies no local interest in deciding this case in WDTX besides “Ikorongo TX’s allegations [that] relate to infringement in Texas and this District.” But there is nothing unique about its infringement allegation in relation to this district as opposed to every other district. Thus WDTX’s generalized interest does not outweigh NDCA’s specific interest in this action. The court congestion factor is neutral, as time to trial, particularly in view of the COVID-19 pandemic, is speculative. Finally, the familiarity with governing law and conflict of laws factors are neutral.

IV. CONCLUSION

For the foregoing reasons, the Court should grant LG’s motion to transfer to NDCA.

Dated: January 19, 2020

/s/ J. Mark Mann

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 19, 2020, the foregoing was served on all counsel of record by ECF.

/s/ Jeffrey Lau
Jeffrey Lau



EXHIBIT 1

(Document Redacted in Entirety)

Slip Sheet

(Pursuant to Practice Notes to Federal Circuit Rule 25.1, this slip sheet is to cover pages in its corresponding version included in the Confidential Appendix)

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**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

**IKORONGO TEXAS LLC and
IKORONGO TECHNOLOGY LLC,
Plaintiffs,**

v.

**LG ELECTRONICS INC., and LG
ELECTRONICS U.S.A., INC.,
Defendants.**

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CAUSE NO. 6:20-cv-00257-ADA

JURY TRIAL DEMANDED

ORDER DENYING DEFENDANTS’ MOTION TO TRANSFER

Before the Court is Defendants LG Electronics Inc. and LG Electronics U.S.A., Inc.’s (collectively, LG) Opposed Motion to Transfer (ECF No. 27), Plaintiffs Ikorongo Texas LLC and Ikorongo Technology LLC’s (collectively, Ikorongo) Response (ECF No. 56), and Defendants’ Reply (ECF No. 60). After having reviewed the parties’ briefs, case file, and applicable law, the Court has determined that Defendants’ Motion to Transfer should be **DENIED**.

I. Background

Ikorongo Texas filed this action on March 31, 2020, pursuant to the Court’s original jurisdiction under 28 U.S.C. §§ 1331 and 1338(a). ECF No. 1. Ikorongo Texas and Ikorongo Technologies then filed an amended complaint on April 1, 2020. ECF No. 2. Plaintiffs allege patent infringement claims against LG relating to four U.S. Patents, Nos. RE 41,450; RE 45,543; RE 47,704; and 8,874,554. *Id.* at 3.

On September 11, 2020, LG filed an opposed Motion to Transfer under 28 U.S.C. § 1404(a). Defendants’ Opposed Mot. to Transfer to the Northern District of California (hereinafter “Mot. to Transfer”), ECF No. 27. In LG’s Motion to Transfer, LG argues transfer to the Northern District of California is proper because: (1) Ikorongo could have originally filed suit in the proposed transferee venue and (2) the convenience of the parties and interests of justice

weigh in favor of transfer. *Id.* at 8–13. On January 5, 2021, Ikorongo filed a response to LG’s Motion. Pls.’ Resp. in Opp’n to Defs.’ Mot. to Transfer Venue and Br. in Supp. (hereinafter “Resp.”), ECF No. 56. On January 19, 2021, LG filed a reply. Defs.’ Reply in Supp. of Defs.’ Mot. to Transfer to the Northern District of California Under 28 U.S.C. § 1404(a) (hereinafter “Reply”), ECF No. 60.

II. Legal Standard

In patent cases, motions to transfer under 28 U.S.C. § 1404(a) are governed by the law of the regional circuit. *In re TS Tech USA Corp.*, 551 F.3d 1315, 1319 (Fed. Cir. 2008). Under § 1404(a), “[f]or the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought or to any district or division to which all parties have consented.” 28 U.S.C. § 1404(a). Section 1404(a)’s threshold inquiry is whether the case could initially have been brought in the proposed transferee forum. *In re Volkswagen AG*, 371 F.3d 201, 202–03 (5th Cir. 2004) [*Volkswagen I*]. If that inquiry is satisfied, the Court determines whether transfer is proper by analyzing and weighing various private and public interest factors. *Humble Oil & Ref. Co. v. Bell Marine Serv.*, 321 F.2d 53, 56 (5th Cir. 1963); *In re Apple Inc.*, 979 F.3d 1332, 1338 (Fed. Cir. 2020) (applying Fifth Circuit law). The private interest factors are “(1) the relative ease of access to sources of proof; (2) the availability of compulsory process to secure the attendance of witnesses; (3) the cost of attendance for willing witnesses; and (4) all other practical problems that make trial of a case easy, expeditious and inexpensive.” *In re Volkswagen of Am., Inc.*, 545 F.3d 304, 315 (5th Cir. 2008) (en banc) [*Volkswagen II*] (quoting *Volkswagen I*, 371 F.3d at 203). The public interest factors are “(1) the administrative difficulties flowing from court congestion; (2) the local interest in having localized interests decided at home; (3) the familiarity of the forum with the law that will govern

the case; and (4) the avoidance of unnecessary problems of conflict of laws [or in] the application of foreign law.” *Id.* (quoting *Volkswagen I*, 371 F.3d at 203) (alterations in original). The factors are neither exclusive nor exhaustive, and no one factor is dispositive. *Id.* In applying these factors, the court enjoys considerable discretion and assesses the case “on an ‘individualized, case-by-case consideration of convenience and fairness.’” *In re Vistaprint Ltd.*, 628 F.3d 1342, 1346 (Fed. Cir. 2010) (quotation omitted). The burden to prove that a case should be transferred for convenience falls squarely on the moving party. *See id.* Although the plaintiff’s choice of forum is not a separate factor entitled to special weight, respect for the plaintiff’s choice of forum is encompassed in the movant’s elevated burden to “clearly demonstrate” that the proposed transferee forum is “clearly more convenient” than the forum in which the case was filed. *Id.* at 314–15. While “clearly more convenient” is not necessarily equivalent to “clear and convincing,” the moving party “must show materially more than a mere preponderance of convenience, lest the standard have no real or practical meaning.” *Quest NetTech Corp. v. Apple, Inc.*, No. 2:19-cv-118, 2019 WL 6344267, at *7 (E.D. Tex. Nov. 27, 2019).

III. Discussion

The Court now turns to examine LG’s § 1404(a) arguments. LG argues the Northern District of California is both a proper and more convenient venue for this action. Mot. to Transfer at 8–13.

A. **LG Has Not Met the Threshold Requirement as to Ikorongo Texas LLC, But It Has Met the Threshold Requirement as to Ikorongo Technology LLC.**

LG has not met its burden to show that Ikorongo Texas’s current action could have initially been brought in the Northern District of California. Under 28 U.S.C. § 1400(b), a patent infringement action “may be brought” in any judicial district “where the defendant has committed acts of infringement and has a regular and established place of business.” 28 U.S.C. § 1400(b).

Ikorongo alleges LG committed acts of infringement in the Northern District of California and does not dispute it has a regular and established place of business in the Northern District of California. However, Ikorongo argues that this case could not have been brought in the Northern District because Ikorongo Texas owns exclusive rights under the Asserted Patents only in a geographic location that includes this District. Resp. at 5. According to Ikorongo, this ownership only permits Ikorongo Texas to file suit in this geographic location because LG's alleged acts of infringement with respect to Ikorongo Texas only occur within this geographic location. *Id.* at 8.¹

The Court agrees. *Waterman v. Mackenzie*, 138 U.S. 252 (1891) and 35 U.S.C. § 261, which Ikorongo references in support of its argument, provide the principles that an applicant, patentee, or the individual's assigns or legal representatives can convey an exclusive right under his application to the whole or any specified part of the United States. These rights include the right to sue infringers. *Waterman*, 138 U.S. at 255. The Specified Part allows Ikorongo Texas to protect its rights to the patent within the prescribed geographic region.

LG argues that Ikorongo alleges LG committed acts of infringement in the Northern District of California and that the Court should focus on a defendant's contacts with the transferee forum when determining the threshold issue rather than if a plaintiff can sue in the transferee forum based on contractual permissions. Reply at 2, 3. As to the first argument, LG presumes far too much from Ikorongo's complaint. Ikorongo merely alleges that LG infringed and continues to infringe in the United States in each paragraph cited by LG. First Am. Compl. for Patent Infringement, ECF No. 2, at ¶¶ 21, 31, 41, 51. The Court does not read these paragraphs as allegations that infringement occurred in the Northern District of California for each plaintiff's

¹Because neither party argues that LG cannot satisfy this issue as to Ikorongo Technology LLC, the Court will simply state the threshold issue has been satisfied.

claims just as the Court would not read these paragraphs as allegations that infringement occurred in this District for each plaintiff's claims.

LG's second argument incorrectly casts Ikorongo Texas's Specified Part as incidental to LG's contacts with the proposed transferee forum. Of course, a defendant's mere contacts with the proposed forum does not satisfy the threshold question's test. As noted above, a plaintiff can bring an action in any district where the defendant has a regular and established place of business *and* where the defendant has committed acts of infringement. 28 U.S.C. § 1400(b). While LG protests that the Specified Part cannot fix venue, it misses the fact that infringement itself is not fixed in one venue. Indeed, the Supreme Court recognized as far back as *Waterman* that assignment of an exclusive right to make, use, and vend a patented machine within a district gives the grantee the right to sue for infringement within that district because the assignment excludes all others, even the patentee, from making, using, or vending like machines within that particular district. *Waterman*, 138 U.S. at 256. Thus, the focus turns not to where LG committed any alleged acts of infringement but to where LG committed any alleged acts of infringement as to Ikorongo Texas. Any alleged infringement by LG of Ikorongo Texas's Specified Part could have only occurred within the geographic locations described in the specialized part. As with the hypothetical grantee in *Waterman*, Ikorongo Texas only has the right to sue for infringement that occurred within the districts included in its assignment.

LG argues that the Court should not endorse Ikorongo's "gamesmanship" because any patent holder could defeat § 1404 by simply creating a new entity and assigning that new entity the right to sue only in a particular district. Reply at 2–3. The Court does not agree. First, a suit brought on any Specified Part still must satisfy the venue requirements of § 1400(b). An assignee cannot simply avoid transfer by pointing to its geographically limited right. The district still must

be either the district where the defendant resides or where the defendant has committed acts of infringement and has a regular and established place of business. In other words, assignment cannot grant a plaintiff access to a forum it could not access already. Second, regardless of whether an entity's right to sue has been limited by a Specified Part, an action may always be brought in the judicial district where the defendant resides. 28 U.S.C. 1400(b). A § 1404 motion to transfer to that district will always satisfy the threshold issue. Thus, LG has not met the threshold issue as to Ikorongo Texas. However, even assuming, *arguendo*, that LG has met the threshold issue as to Ikorongo Texas, the *Volkswagen* private and public interest factors do not support transfer.

B. The *Volkswagen* Private and Public Interest Factors Disfavor Transfer

In order to determine whether LG has demonstrated good cause, the Court must weigh the private and public interest factors catalogued in *Volkswagen II*. The private interest factors include: “(1) the relative ease of access to sources of proof; (2) the availability of compulsory process to secure the attendance of witnesses; (3) the cost of attendance for willing witnesses; and (4) all other practical problems that make trial of a case easy, expeditious and inexpensive.” *Volkswagen II*, 545 F.3d at 315 (quoting *Volkswagen I*, 371 F.3d at 203). The public interest factors are “(1) the administrative difficulties flowing from court congestion; (2) the local interest in having localized interests decided at home; (3) the familiarity of the forum with the law that will govern the case; and (4) the avoidance of unnecessary problems of conflict of laws [or in] the application of foreign law.” *Id.* (quoting *Volkswagen I*, 371 F.3d at 203) (alterations in original). If, when added together, the relevant private and public interest factors are in equilibrium, or even if they do not clearly lean in favor of the transferee venue, the motion must be denied. *Volkswagen II*, 545 F.3d at 315. Once again, the Court's ultimate inquiry is which forum will best serve the

convenience of the parties and the interests of justice. *Koster v. Am. Lumbermens Mut. Cas. Co.*, 330 U.S. 518, 527 (1947).

In this case, the relevant factors do not support LG's motion to transfer this case. LG has not shown that the Northern District of California is "clearly more convenient" than the Western District of Texas when weighing the *Volkswagen* private and public interest.

1. The Private Interest Factors Do Not Clearly Establish that the Northern District of California is a More Convenient Venue

In considering private factors, the Court necessarily engages in a comparison between the hardships the defendant would suffer through the retention of jurisdiction and the hardships the plaintiff would suffer from transferring the action to the transferee venue. *Cf. Iragorri v. United Technologies Corp.*, 274 F.3d 65, 74 (2d Cir. 2001) (stating courts engage in such a comparison for *forum non conveniens* analyses). The Court will assess each of these factors in turn.

i. The Relative Ease of Access to Sources of Proof

A court looks to where documentary evidence, such as documents and physical evidence, is stored when considering the first private interest factor. *Volkswagen II*, 545 F.3d at 316. "To properly consider this factor, parties must "describe with specificity the evidence they would not be able to obtain if trial were held in the [alternate forum]." *Piper Aircraft Co. v. Reyno*, 454 U.S. 235, 258 (1981).

LG claims the ease of access to sources of proof compared across venues weighs heavily in favor of transfer, stating that the greatest volume of evidence is with key third parties located in the Northern District of California. Mot. to Transfer at 9. Specifically, LG argues that technical documents and source code relating to the accused technology are in Mountain View and Emeryville, California. *Id.* Additionally, LG alleges that Ikorongo has not identified any evidence

in this District, but to the extent such evidence does exist, far more relevant evidence exists in the Northern District of California. *Id.* at 10.

Ikorongo responds to LG's contentions by advancing two arguments. First, Ikorongo argues this factor weighs against transfer because LG could access sources of proof just as easily in this District as in the proposed transferee district and that certain sources of proof are not even accessible in the proposed transferee district. Resp. at 9–10. According to Ikorongo, key third-party documents from Google are electronically accessible from anywhere and are not physically present in the Northern District of California. *Id.* Ikorongo also argues that LG has not identified any LG documents that are located in the Northern District of California. *Id.* at 11–12. Additionally, Ikorongo challenges the competence of LG's evidence on this factor; Ikorongo has filed a separate motion on this point. *See* Ikorongo Evidentiary Objs. to and Mot. to Strike Friedland Decl., ECF No. 55.

In its reply, LG reiterates that key third-party sources of proof are located in the Northern District of California. Reply at 4. Essentially, LG maintains that no Texas-based third-party locations can access relevant source code or technical documents, and all such sources of proof are created, maintained, and accessed by engineers and other third-parties in the Northern District of California. *Id.* LG also argues that Ikorongo has not identified any relevant sources of proof in or around this District. *Id.*

The Court determines the ease of access to sources of proof factor weighs in favor of transfer. Given that LG is the accused infringer, it will likely have the bulk of the documents that are relevant in this case. *See, e.g., In re Genentech, Inc.*, 566 F.3d 1338, 1345 (Fed. Cir. 2009) (“In patent infringement cases, the bulk of the relevant evidence usually comes from the accused infringer. Consequently, the place where the defendant's documents are kept weighs in favor of

transfer to that location.”). Therefore, the Court finds that the location of the documents relevant in this case tilts this factor towards transfer.²

ii. The Availability of Compulsory Process to Secure the Attendance of Witnesses

When balancing this factor, the Court considers the availability of compulsory process to secure the attendance of witnesses whose attendance may require a court order. *Volkswagen II*, 545 F.3d at 316.

In its initial brief, LG asserts this factor weighs in favor of transfer because the majority of third-party witnesses who it expects to testify are located in the Northern District of California. Mot. to Transfer at 11. Ikorongo responds to LG’s arguments by stating the factor weighs against transfer. Resp. at 12–13. Ikorongo argues LG has not provided evidentiary support that the majority of third-party witnesses reside in the proposed transferee district and that the Court should not credit this argument. *Id.* at 12. Ikorongo also argues that the factor weighs against transfer because Google is not a true third-party in this case. *Id.* Finally, Ikorongo alleges that third-party

²Although the Court wishes to make clear that it has followed Fifth Circuit precedent regarding this factor, the Court believes that the factor itself is at odds with the realities of modern patent litigation. In patent disputes like the one now before the Court, relevant documents are typically located on a server, which may or may not be in the transferee district (or given the use of cloud-based storage, may be located on multiple servers in multiple districts, or even multiple countries) and are equally accessible from both the transferee and transferor districts. Therefore, in this Court’s view, there is no difference in the relative ease of access to sources of proof from the transferor district as compared to the transferee district when the vast bulk of documents are electronic. District courts — particularly those with patent-heavy dockets that have very significant document productions — have recently begun to acknowledge this reality. *Uniloc USA Inc. v. Samsung Elecs. Am.*, No. 2:16-cv-00642-JRG, ECF No. 216 at 8-9 (E.D. Tex. Apr. 19, 2017) (“Despite the absence of newer cases acknowledging that in today’s digital world computer stored documents are readily moveable to almost anywhere at the click of a mouse, the Court finds it odd to ignore this reality in favor of a fictional analysis that has more to do with early Xerox machines than modern server forms.”). The Court emphasizes that this factor was meant to be one of convenience, developed in a now antiquated world where hauling hundreds of boxes of physical documents across the country was most impractical. Indeed, it seems odd that, despite the likely relative ease of access to all kinds of relevant documents in today’s digital world, a party (and a technologically savvy one at that) can automatically tilt a private factor in this analysis in its favor and away from a plaintiff’s selected forum simply by raising its hand and acknowledging its status as the alleged infringer. However, under current Fifth Circuit precedent, the physical location of electronic documents affects this factor’s outcome. *See, e.g., Volkswagen II*, 545 F.3d at 316. Even though it would not have changed the outcome of this motion, this Court expresses its hope that the Fifth Circuit will consider addressing and amending its precedent to explicitly give district courts the discretion to fully consider the ease of accessing electronic documents.

end users reside in this District, and it might need to subpoena those individuals for trial. *Id.* at 13. In response, LG simply points out that compulsory process would exist over non-party engineers and inventors and that Ikorongo has not specifically identified witnesses likely to testify at trial who are subject to the Court's compulsory process. Reply at 5.

After considering the parties' arguments, the Court finds that this factor neutral. First, as to LG's arguments that third-party engineers are not within the Court's subpoena power, this Court has previously held that certain third parties with locations within this District and their employees do fall within the Court's subpoena power. *Parkervision, Inc. v. Intel Corp.*, No. 6:20-cv-00108, 2021 WL _____, at *7 (W.D. Tex. Jan. 26, 2021).

Second, and perhaps more to the point, LG has not shown any potential witness is unwilling to testify. When no party has alleged or shown any witness's unwillingness, a court should not attach much weight to the compulsory process factor. *Duha v. Agrium, Inc.*, 448 F.3d 867, 877 (6th Cir. 2006); *CloudofChange, LLC v. NCR Corp.*, No. 6:19-cv-00513, 2020 WL 6439178, at *4 (W.D. Tex. Mar. 17, 2020). Here, neither LG nor Ikorongo have identified any unwilling witnesses. Indeed, while LG points to Google and Avast employees as witnesses within the subpoena power of the Northern District of California, the Court is reluctant to give these witnesses weight because these parties collaborate with LG to implement their technology into LG products, which makes it unlikely that the employees would be unwilling to testify at a trial concerning LG. *Parus Holdings Inc. v. LG Elecs. Inc.*, No. 6:19-cv-00432, 2020 WL 4905809, at *4 (W.D. Tex. Aug. 20, 2020). Absent any showing of unwillingness, the Court will not attach much weight to this factor. Consequently, the Court finds this factor neutral.

iii. The Cost of Attendance for Willing Witnesses

The convenience of witnesses is the most important factor in a § 1404(a) analysis. *Genentech, Inc.*, 566 F.3d at 1342. While a court should not consider the significance of identified witnesses' testimonies, it should consider whether the witnesses may provide materially relevant evidence. *Id.* at 1343.

To assist in analyzing this factor, the Fifth Circuit adopted a "100-mile rule." *Volkswagen I*, 371 F.3d at 204–205; *see also Volkswagen II*, 545 F.3d at 317. "When the distance between an existing venue for trial of a matter and a proposed venue under § 1404(a) is more than 100 miles, the factor of inconvenience to witnesses increases in direct relationship to the additional distance to be traveled." *Volkswagen I*, 371 F.3d at 204–05. Consequently, the threshold question is whether the movant's proposed venue and a plaintiff's chosen venue are more than 100 miles apart. *See Volkswagen II*, 545 F.3d at 317. If the distance is greater, then a court will consider the distances between the witnesses and the two proposed venues. *See id.* Importantly, the venue need not be convenient for *all* witnesses. *Genentech, Inc.*, 566 F.3d at 1345. If a substantial number of witnesses reside in one venue and no witnesses reside in another, the factor will weigh in favor of the venue where witnesses reside. *See id.*

As previously stated by this Court, "given typical time limits at trial, the Court does not assume that all of the party and third-party witnesses listed in 1404(a) briefing will testify at trial." *Fintiv, Inc.*, 2019 WL 4743678, at *6. Indeed, the Court assumes only a few party witnesses and even fewer non-party witnesses (if any) will testify at trial. *Id.* Consequently, long lists of potential party and non-party witnesses do not affect the Court's analysis for this factor. *Id.*

LG argues that this factor weighs in favor of transfer because its relevant party witnesses and third-party witnesses are either closer to or within the Northern District of California than this

District. Mot. to Transfer at 11–12. In response, Ikorongo argues that LG has not carried its burden to show that the proposed transferee district is clearly more convenient because relevant witnesses are scattered across the country. Resp. at 13–14. According to Ikorongo, the varied locations of these witnesses make this District more convenient than the proposed transferee district. *Id.* Additionally, Ikorongo also argues LG failed to carry its burden on this factor because the cost of bringing witnesses to the Northern District of California far exceeds the cost of bringing them to this District. *Id.* at 14–16. Finally, Ikorongo stated it would cover the costs for the attendance of any live witness other than LG corporate representatives. *Id.* at 16. LG replies by stating it intends to call key third-party witnesses who are located in the Northern District of California. Reply at 5. LG also argues that Ikorongo has not identified any relevant witnesses in this District. *Id.* Finally, LG states that any cost savings due to the difference in food and lodging costs between the two districts would likely balance out because more witnesses would have to travel to this District. *Id.*

The Court finds that this factor weighs only very slightly in favor of transfer. First, the convenience of party witnesses is typically given little weight because the witnesses' employer could compel their testimony at trial. *Turner v. Cincinnati Ins. Co.*, 6:19-cv-642-ADA-JCM, 2020 WL 210809, at *4 (W.D. Tex. Jan. 14, 2020); *Freehold Licensing, Inc. v. Aequitatem Capital Partners, LLC*, A-18-cv-413 LY, 2018 WL 5539929, at *7 (W.D. Tex. Oct. 29, 2018). Some courts have considered how far these witnesses would need to travel if few or no witnesses reside within the current district. *See, e.g., Genentech, Inc.*, 566 F.3d at 1345 (determining the convenience factor favored transfer, and not only slightly, in part because the defendants' employees and managers would not have to travel as far and the foreign plaintiff had no connection to the current venue); *contra Fintiv, Inc.*, 2019 WL 4743678, at *6 (stating the cost of attendance for party witnesses did not weigh for or against transfer because there were several potential witnesses in

both potential venues). However, because courts give the convenience of party witnesses little weight, the Court finds this consideration neutral irrespective of where these individuals may reside.

The Court agrees with LG that Ikorongo's failure to identify specific third-party witnesses in this District should factor into the analysis of this factor. The Court also recognizes that LG has established that Google and Avast would have few potential witnesses in this District and that it would be more convenient for these third-party witnesses to testify in the Northern District of California. This Court has recognized that the Northern District of California is the more convenient forum for a high percentage of Google's employees who may be relevant witnesses. *Parus Holdings Inc.*, 2020 WL 4905809, at *6. However, as mentioned above, this Court has previously recognized that only a few party witnesses and even fewer non-party witnesses will likely testify at trial. *Fintiv, Inc.*, 2019 WL 4743678, at *6. Moreover, given this reality, the Court finds the difference in cost of food and lodging somewhat relevant. Perhaps if every third-party witness were to testify, the cost-savings between the two districts would offset. Given the likelihood that not every identified third-party witness will testify and that Ikorongo has stated a willingness to cover those expenses for non-party witnesses, the Court finds these considerations not insignificant when evaluating this factor. Consequently, this factor weighs only slightly in favor of transfer.

iv. Other Factors That Make Trial Easy, Expeditious, and Inexpensive

In considering a transfer motion, the court considers "all other practical problems that make trial of a case easy, expeditious and inexpensive." *Volkswagen II*, 545 F.3d at 315. LG initially asserted that this factor weighs neutrally because the case is still in early stages and transfer would not cause delays. Mot. to Transfer at 13. Ikorongo responded by arguing that transferring the case

would actually be less expeditious because Ikorongo has filed suit against other entities, such as Bumble, in this District on some of the same patents Resp. at 16–17. Ikorongo also claims that transfer would make the case more expensive and hinder the progress of the case. *Id.* at 17–18. LG counters by now arguing the factor favors transfer because the case is still in its early stages. Reply at 6. LG also argues that the co-pendency of related suits does not automatically tip this factor in Ikorongo’s favor. *Id.*

The Court finds this factor weighs against transfer. Even if transfer may not cause delay as LG argues, the Court notes such a finding would not weigh for or against transfer. The fact that a transfer would not cause a delay does not mean it rises to the level of a practical problem that clearly shows the proposed transferee venue is more convenient. It simply shows transfer is feasible.

While cases involving the same patents but different defendants, products, and witnesses will not necessarily be expedited by being in the same court, judicial economy may be served by having the Court try cases that involve the same patents. *See Hammond Dev. Int’l, Inc. v. Google LLC*, 1:20-cv-00342-ADA, 2020 WL 3452987 (W.D. Tex. June 24, 2020) (denying motion to transfer venue and finding that judicial economy was served by having the same district court try cases involving the same patents due to consolidation of the cases). As Ikorongo correctly points out, it has filed suit against Bumble in this District for infringing on patents asserted in this action, and Bumble withdrew its motion to transfer. LG’s argument that the co-pendency of related suits should not play a role in the Court’s analysis does not apply here. Granted, the co-pendency of suits does not automatically tip this factor in favor of the non-movant. *In re Google Inc.*, No. 2017-107, 2017 WL 977038, at *2 (Fed. Cir. Feb. 23, 2017). However, this simply means that the mere

existence of co-pending cases does not weigh against transfer. It does not mean co-pending cases should never affect the weight of this factor.

An examination of the case cited by LG proves instructive. In *Google*, there were co-pending cases against Walmart, Google, and Amazon. *Id.* All three filed motions to transfer to the same venue. *Id.* at *1. The district court denied Walmart's motion to transfer and found this factor weighed against transfer in large part because of the co-pending cases against Google and Amazon. *Id.* at *2. The district court then denied Google's motion to transfer and found this factor weighed against transfer in large part because of the co-pending cases against Walmart and Amazon. *Id.* The Court of Appeals held that the district court incorrectly analyzed this factor because "[b]ased on the district court's rationale . . . the mere co-pendency of related suits in a particular district would automatically tip the balance in non-movant's favor regardless of the existence of co-pending transfer motions and their underlying merits." *Id.* The outcome of the district court's analysis of this factor would, at best, depend on which transfer motion the court ruled on first. *Id.* In other words, mere co-pendency cannot weigh against transfer; it must implicate issues of judicial economy, potentially inconsistent rulings, or expeditious litigation.

Here, co-pendency does raise these concerns. Ikorongo has a co-pending case against Bumble implicating the same patents in this District. That case will continue in this District. The Court emphasizes it does not find this factor weighs against transfer merely because Ikorongo has filed suits against multiple defendants in this District. Rather, judicial economy and the possibility of inconsistent rulings causes the Court to find this factor weighs against transfer, given that at least one of the co-pending cases will remain in this District.

2. The Public Interest Factors Do Not Clearly Establish the Northern District of California is a More Convenient Venue

The relevant public-interest factors also do not favor transfer. As previously noted, these factors include: (1) the administrative difficulties flowing from court congestion; (2) the local interest in having localized interests decided at home; (3) the familiarity of the forum with the law governing the case; and (4) the avoidance of unnecessary problems of conflict of laws or the application of foreign law. *Volkswagen II*, 545 F.3d at 315. The Court will also consider each of these factors in turn.

i. Administrative Difficulties

Administrative difficulties manifest when litigation accumulates in congested centers instead of being handled at its origin. *Gulf Oil*, 330 U.S. at 508. This factor concerns “whether there is an appreciable difference in docket congestion between the two forums.” *Parsons v. Chesapeake & Ohio Ry. Co.*, 375 U.S. 71, 73 (1963); *Koehring Co. v. Hyde Constr. Co.*, 324 F.2d 295, 296 (5th Cir. 1963). The relevant inquiry under this factor is the speed with which a case comes to trial and is resolved. *Genentech, Inc.*, 566 F.3d at 1347.

LG states that, while this Court may be able to try this case earlier than the Northern District of California, time-to-trial is the most speculative of factors in this analysis. Mot. to Transfer at 13. Ikorongo, on the other hand, argues against transfer because the Court has set a trial date of January 2022 and surmises that the Northern District of California will suffer from more congestion than usual given the continued suspension of in-person proceedings due to the current COVID-19 pandemic. Resp. at 18–19. LG responds by simply stating this factor is neutral because time-to-trial is speculative. Reply at 6.

This Court recently had reason to analyze the difference in congestion between the Northern District of California and this District. *Parus Holdings Inc.*, 2020 WL 4905809, at *7. At that time, this Court’s time-to-trial was 25% faster than the Northern District of California. *Id.*

Further, the comparison of time-to-trial throughout the Western District of Texas may overlook a faster time-to-trial within the Waco Division. Importantly, the Waco Division has its own patent-specific Order Governing Proceedings ("OGP") that ensures efficient administration of patent cases. In fact, a trial date has already been set in January 2022, which is roughly 11 months away. These facts indicate a greater efficiency of bringing cases, especially patent cases, to trial in the Western District of Texas than in the Northern District of California. This factor weighs against transfer.

ii. Local Interests

There is "a local interest in having localized controversies decided at home." *Gulf Oil Corp. v. Gilbert*, 330 U.S. 501, 511 (1947); *Piper Aircraft*, 454 U.S. 235, 260 (1981).

LG argues that the Northern District of California has a stronger local interest in this litigation than the Western District of Texas because LG integrates the accused applications in the proposed transferee district and three of the applications were developed there. Mot. to Transfer at 13. To further bolster this position, LG points out that Ikorongo Texas formed only a few weeks before it filed suit against LG and has a North Carolina address. *Id.* In response, Ikorongo argues the Western District of Texas has a localized interest because LG does not actually integrate the applications in the proposed transferee district. Resp. at 19. Ikorongo also argues that LG has not provided competent evidence that no Austin-based Google employees work on relevant functions. *Id.* Finally, Ikorongo alleges LG ignores the fact that Ikorongo Texas's claims relate to infringement in Texas and this District. *Id.* LG replies by stating nothing about Ikorongo Texas's infringement claim is distinct from an infringement claim in any other district or the specific interests of the proposed transferee forum given the development of "nearly every Accused Application" in the Northern District of California. Reply at 6.

The Court finds this factor weighs neutrally for the reasons that follow. First, LG rightly argues that the infringement of an accused product offered nationwide does not allow for any venue to claim a substantial interest. *In re Hoffmann-La Roche Inc.*, 587 F.3d 1333, 1338 (Fed. Cir. 2009). Such arguments in this regard typically speak more to whether an entity could reasonably expect to be hailed into court in this District, not whether this District is more convenient for parties, witnesses, and in the interest of justice. The localized interest of a district exists when “the cause of action calls into question the work and reputation of several individuals residing in or near that district who presumably conduct business in that community.” *Id.* at 1336. Such a situation presents itself here.

However, these interests are mitigated because a company’s presence in a particular district weighs only slightly in favor of transfer because “it is generally a fiction that patent cases give rise to local controversy or interest, particularly without record evidence suggesting otherwise.” *Found. Med., Inc.*, 2017 WL 590297, at *4. Along with this fiction, Ikorongo Texas’s claims do specifically relate to infringement in this District. This fact holds true regardless of when the entity formed because Ikorongo Texas has the exclusive right to assert infringement claims that arise within this District. Accordingly, the Court finds that the local interest in having localized interests decided at home weighs neutrally.

iii. Familiarity of the Forum with the Law That Will Govern the Case

Both parties agree that this factor is neutral. Mot. to Transfer at 13; Resp. at 19. The Court also agrees.

iv. Avoiding Conflict of Laws and the Application of Foreign Laws Factors

Both parties agree that this factor is neutral. Mot. to Transfer at 13; Resp. at 19. The Court also agrees.

IV. Conclusion

Having found that LG has not met the threshold issue as to Ikorongo Texas and, even if it has satisfied the threshold issue, that the access to proof and the cost of attendance for willing witnesses weigh in favor or only slightly in favor of transfer while other practical problems that make trial of a case easy, expeditious and inexpensive, and administrative difficulties weigh against transfer with the other factors being neutral, the Court finds that LG has not met its “heavy burden” to demonstrate that the Northern District of California is “clearly more convenient.” *Volkswagen II*, 545 F.3d at 314 n.10, 315.

IT IS THEREFORE ORDERED that Defendants’ Motion to Transfer (ECF No. 27) is **DENIED**. It is further **ORDERED** that the above-styled case remain on the docket of United States District Judge Alan D Albright.

SIGNED this 1st day of March, 2021.


ALAN D ALBRIGHT
UNITED STATES DISTRICT JUDGE

PROOF OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Federal Circuit by using the appellate CM/ECF system on April 6, 2021.

A copy of the foregoing was served upon the following counsel of record and district court via an express carrier:

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I declare under penalty of perjury under the laws of the United States that
the foregoing is true and correct.

Dated: April 6, 2021

/s/ Bradley N. Garcia
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