

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

**OCEAN SEMICONDUCTOR LLC,**

Plaintiff,

v.

**HUAWEI DEVICE USA, INC.,  
HUAWEI DEVICE CO., LTD.; and  
HISILICON TECHNOLOGIES CO.,  
LTD.,**

Defendants.

**No. 4:20-cv-991**

Jury Trial Demanded

**HUAWEI'S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S  
COMPLAINT FOR PATENT INFRINGEMENT**

Defendants Huawei Device USA, Inc. (“HDU”), Huawei Device Co., Ltd. (“Huawei Device”), and HiSilicon Technologies Co., Ltd. (“HiSilicon”) (collectively, “Huawei” or “Defendants”) hereby Answer and assert Affirmative Defenses to Plaintiff Ocean Semiconductor LLC’s (“Ocean” or “Plaintiff”) Complaint (Dkt. No. 1 “Complaint”). Each of the paragraphs below corresponds to the same-numbered paragraph in the Complaint. Huawei denies all allegations in the Complaint, whether express or implied, that are not specifically admitted below. Huawei further denies that Ocean is entitled to the requested relief or any other relief.

**NATURE OF THE ACTION**

1. Huawei admits that the Complaint purports to be for an action arising under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.*

**THE PARTIES**

2. Huawei lacks sufficient information to form a belief as to the truth of the facts alleged in this paragraph, and therefore denies any and all allegations in paragraph 2.

3. Huawei admits that HDU is a corporation duly organized and existing under the laws of Texas. Huawei admits HDU conducts business related to mobile devices in the United States. Huawei admits that HDU has a place of business at 5700 Tennyson Pkwy, Suite 600, Plano, TX 75024, but denies that its North American Headquarters is located at Suite 300. Huawei admits that HDU may be served with process through its registered agent, CT Corporation System, but at the address of 350 North Paul Street, Suite 2900, Dallas, Texas 75201.

4. Huawei admits that Huawei Device is a Chinese company. Huawei denies that Huawei Device has a principal place of business at 8 Shitou Road, North Area, Shenzhen, 518129, China. Instead, Huawei Device has a place of business at No. 2 Xincheng Road, Songshan Lake Zone, Dongguan, 523808, People's Republic of China. Huawei admits Huawei Device is involved in the design, manufacture, and sale of mobile devices. Huawei admits that Huawei Device is a wholly-owned subsidiary of Huawei Device (Shenzhen) Co., Ltd.

5. Huawei admits that HiSilicon is a Chinese company. Huawei admits that HiSilicon has a place of business at Huawei Electric Production Center, Bantian, Longgang District, Shenzhen, People's Republic of China 518129. Huawei admits that HiSilicon is a wholly-owned subsidiary of Huawei Technologies Co., Ltd.

6. Huawei denies infringing the Asserted Patents or having damaged Ocean. Huawei lacks knowledge of information sufficient to form a belief as to the truth of the allegations of paragraph 6, and therefore denies the same.

7. Huawei denies any infringement of any valid and enforceable patent asserted in this action, and further denies all allegations in paragraph 7.

8. Plaintiff's allegations as to "Huawei" in paragraph 8 are non-specific as to which Defendant is alleged to have taken the actions alleged in this paragraph. Therefore, the allegations in paragraph 8 do not comply with (1) Fed. R. Civ. P. 8(d)'s requirement that each allegation must be "direct," or (2) Fed. R. Civ. P. 10(b)'s requirement that each paragraph should be "limited as far as practicable to a single set of circumstances." In light of paragraph 8's ambiguous reference to "Huawei," Huawei lacks knowledge or information sufficient to form a belief about the truth of the allegations and therefore denies the allegations.

9. Plaintiff's allegations as to "Huawei" in paragraph 9 are non-specific as to which Defendant is alleged to have taken the actions alleged in this paragraph. Therefore, the allegations in paragraph 8 do not comply with (1) Fed. R. Civ. P. 8(d)'s requirement that each allegation must be "direct," or (2) Fed. R. Civ. P. 10(b)'s requirement that each paragraph should be "limited as far as practicable to a single set of circumstances." In light of paragraph 9's ambiguous reference to "Huawei," Huawei lacks knowledge or information sufficient to form a belief about the truth of the allegations and therefore denies the allegations.

10. Plaintiff's allegations as to "Huawei" and to "directly or through one or more of its Foundry Partners" in paragraph 10 are non-specific as to which Defendant is alleged to have taken the actions alleged in this paragraph or as to which entity has a contractual relationship. Therefore, the allegations in paragraph 10 do not comply with (1) Fed. R. Civ. P. 8(d)'s requirement that each allegation must be "direct," or (2) Fed. R. Civ. P. 10(b)'s requirement that each paragraph should be "limited as far as practicable to a single set of circumstances." In light of paragraph 10's ambiguous references to "Huawei" and "directly or through one or more of its Foundry Partners," Huawei lacks knowledge or information sufficient to form a belief about the truth of the allegations and therefore denies the allegations.

11. Huawei lacks sufficient information to form a belief as to the truth of the facts alleged in this paragraph and therefore denies any and all allegations in paragraph 11.

12. Plaintiff's allegations as to "Huawei" and to "directly or through one or more of its Foundry Partners" in paragraph 12 are non-specific as to which Defendant is alleged to have taken the actions alleged in this paragraph or as to which entity has a contractual relationship. Therefore, the allegations in paragraph 12 do not comply with (1) Fed. R. Civ. P. 8(d)'s requirement that each allegation must be "direct," or (2) Fed. R. Civ. P. 10(b)'s requirement that each paragraph should be "limited as far as practicable to a single set of circumstances." In light of paragraph 12's ambiguous references to "Huawei" and "directly or through one or more of its Foundry Partners," Huawei lacks knowledge or information sufficient to form a belief about the truth of the allegations and therefore denies the allegations.

13. Plaintiff's allegations as to "Huawei" and to "directly or through one or more of its Foundry Partners" in paragraph 13 are non-specific as to which Defendant is alleged to have taken the actions alleged in this paragraph or as to which entity has a contractual relationship. Therefore, the allegations in paragraph 13 do not comply with (1) Fed. R. Civ. P. 8(d)'s requirement that each allegation must be "direct," or (2) Fed. R. Civ. P. 10(b)'s requirement that each paragraph should be "limited as far as practicable to a single set of circumstances." In light of paragraph 13's ambiguous references to "Huawei" and "directly or through one or more of its Foundry Partners," Huawei lacks knowledge or information sufficient to form a belief about the truth of the allegations and therefore denies the allegations.

14. Plaintiff's allegations as to "Huawei" and to "directly or through one or more of its Foundry Partners" in paragraph 14 are non-specific as to which Defendant is alleged to have taken the actions alleged in this paragraph or as to which entity has a contractual relationship.

Therefore, the allegations in paragraph 14 do not comply with (1) Fed. R. Civ. P. 8(d)'s requirement that each allegation must be "direct," or (2) Fed. R. Civ. P. 10(b)'s requirement that each paragraph should be "limited as far as practicable to a single set of circumstances." In light of paragraph 14's ambiguous references to "Huawei" and "directly or through one or more of its Foundry Partners," Huawei lacks knowledge or information sufficient to form a belief about the truth of the allegations and therefore denies the allegations.

15. Denied.

16. Plaintiff's allegations as to "Huawei" and to "directly or through one or more of its Foundry Partners" in paragraph 16 are non-specific as to which Defendant is alleged to have taken the actions alleged in this paragraph or as to which entity has a contractual relationship.

Therefore, the allegations in paragraph 16 do not comply with (1) Fed. R. Civ. P. 8(d)'s requirement that each allegation must be "direct," or (2) Fed. R. Civ. P. 10(b)'s requirement that each paragraph should be "limited as far as practicable to a single set of circumstances." In light of paragraph 16's ambiguous references to "Huawei" and "directly or through one or more of its Foundry Partners," Huawei lacks knowledge or information sufficient to form a belief about the truth of the allegations and therefore denies the allegations.

17. Plaintiff's allegations as to "Huawei" and to "directly or through one or more of its Foundry Partners" in paragraph 17 are non-specific as to which Defendant is alleged to have taken the actions alleged in this paragraph or as to which entity has a contractual relationship.

Therefore, the allegations in paragraph 17 do not comply with (1) Fed. R. Civ. P. 8(d)'s requirement that each allegation must be "direct," or (2) Fed. R. Civ. P. 10(b)'s requirement that each paragraph should be "limited as far as practicable to a single set of circumstances." In light of paragraph 17's ambiguous references to "Huawei" and "directly or through one or more of its

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