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11 Attorneys for Plaintiff  
MOBILEIRON, INC.

12 UNITED STATES DISTRICT COURT  
13  
14 NORTHERN DISTRICT OF CALIFORNIA

15 MOBILEIRON, INC., a Delaware corporation,

16 Plaintiffs,

17 v.

18 BLACKBERRY CORPORATION, a Delaware  
19 corporation, BLACKBERRY LTD., a  
Canadian company, and DOES 1-50,

20 Defendants.  
21  
22

Case No.

**COMPLAINT FOR PATENT  
INFRINGEMENT, ATTEMPTED  
EXTORTION, VIOLATION OF  
CALIFORNIA BUSINESS AND  
PROFESSIONS CODE § 17200, AND  
DECLARATORY RELIEF OF NON-  
INFRINGEMENT, UNCLEAN HANDS  
AND PATENT MISUSE**

**DEMAND FOR JURY TRIAL**

1 Plaintiff MobileIron, Inc. (“MobileIron”) alleges as follows:

2 **BACKGROUND**

3 1. This is an action to stop the unlawful activities of Blackberry Corporation and  
4 BlackBerry Ltd. (collectively, “the Blackberry Defendants”). The Blackberry Defendants built a  
5 technology made obsolete. Due to Blackberry’s shrinking presence in the marketplace, it decided  
6 to shake companies down by making countless meritless patent assertions to generate licensing  
7 revenue instead of competing in the marketplace. The Blackberry Defendants have largely  
8 become dependent on licensing revenue by seeking portfolio licenses that include patents they  
9 know are statutorily surrendered and by asserting infringement theories through unlawful notice  
10 letters that would not pass muster in any court of law and extracting extortionate license fees as it  
11 tries to rebuild its company on the backs of other companies’ technologies. MobileIron is the  
12 latest target of Blackberry’s unlawful strategy.

13 2. MobileIron, a software company founded in 2007, is a pioneer in enterprise  
14 management of mobile security and management for smartphones and tablet computers, such as  
15 Apple’s iPhone and Samsung’s Galaxy Android devices. MobileIron’s award-winning and  
16 industry-leading Unified Endpoint Management (“UEM”) platform includes passwordless zero  
17 sign-on (“ZSO”), multi-factor authentication (“MFA”), and mobile threat defense (“MTD”)  
18 capabilities. Together they validate the device, establish user context, check app authorization,  
19 verify the network, and detect and remediate threats before granting secure access to a device or  
20 user. The result is a seamless, secure user experience that automates access control decisions to  
21 ensure that only authorized users, devices, apps, and services can access business resources.  
22 MobileIron products and services include UEM, Access, Sentry, Mobile Threat Defense, and  
23 AppConnect.

24 3. Blackberry uses revenue derived from its shakedowns to try to reinvent itself and  
25 to rebuild its company by taking the pioneering inventions of MobileIron. Blackberry offers  
26 products and services with the names “Blackberry Intelligent Security,” “Enterprise Mobility  
27 Suite” (which includes a UEM service), “Enterprise BRIDGE,” and “QNX CAR Platform for  
28 Infotainment.” All of these products and services infringe MobileIron’s patents, as set forth

1 herein.

2 **THE PARTIES**

3 4. MobileIron is a corporation organized and existing under the laws of the State of  
4 Delaware, with its principal place of business at 490 East Middlefield Road, Mountain View,  
5 California 94043.

6 5. Upon information and belief, Defendant BlackBerry Corporation is a corporation  
7 organized and existing under the law of the State of Delaware, with its principal place of business  
8 at 5000 Riverside Drive, Suite 100E, Irving, Texas 75039. On information and belief, Blackberry  
9 maintains offices in this district at 331 Fairchild Drive, Mountain View, CA 94024 and 3001  
10 Bishop Drive #400, San Ramon, CA 94583.

11 6. Upon information and belief, Defendant BlackBerry Ltd. is a company organized  
12 and existing under the laws of the country of Canada, with its principal place of business at 2200  
13 University Avenue East, Waterloo, Ontario, Canada, N2K 0A7. Upon information and belief, in  
14 2015, Blackberry Limited acquired for \$425 million in cash Good Technology Corporation  
15 (“Good Technology”), a company whose headquarters are located at 430 North Mary Avenue,  
16 Suite 200, Sunnyvale, California 94085. Upon information and belief, BlackBerry Ltd. continues  
17 to operate Good Technology as a wholly owned subsidiary of BlackBerry Ltd.

18 7. MobileIron owns all right, title, and interest in, and has standing to sue for patent  
19 infringement of United States Patent No. 8,359,016 (“the ’016 patent”), entitled “Management of  
20 Mobile Applications,” issued January 22, 2013. A true and accurate copy of the ’016 patent is  
21 attached to this Complaint as Exhibit A.

22 8. MobileIron owns all right, title, and interest in, and has standing to sue for patent  
23 infringement of United States Patent No. 9,426,120 (“the ’120 patent”), entitled “Location and  
24 Time Based App Policies,” issued August 23, 2016. A true and accurate copy of the ’120 patent  
25 is attached to this Complaint as Exhibit B.

26 9. MobileIron owns all right, title, and interest in, and has standing to sue for patent  
27 infringement of United States Patent No. 8,869,307 (“the ’307 patent”), entitled “Mobile Posture-  
28 Based Policy, Remediation and Access Control for Enterprise Resources,” issued October 21,

1 2014. A true and accurate copy of the '307 patent is attached to this Complaint as Exhibit C.

2 10. MobileIron owns all right, title, and interest in, and has standing to sue for patent  
3 infringement of United States Patent No. 10,038,598 ("the '598 patent"), entitled "Leveraging  
4 and Extending Mobile Operating System MDM Protocol," issued July 31, 2018. A true and  
5 accurate copy of the '598 patent is attached to this Complaint as Exhibit D.

6 11. Defendants BlackBerry Corporation and/or BlackBerry Ltd. purport to be the  
7 owner, assignee, and/or exclusive licensee of, and purport to have all right, title and interest in,  
8 and standing to sue for patent infringement of, each of U.S. Patent Nos. 8,005,469 ("the '469  
9 patent"); 8,544,084 ("the '084 patent"); 9,282,099 ("the '099 patent"); RE44,746 ("the Reissue  
10 '746 patent"); 8,442,489 ("the '489 patent"); 9,270,682 ("the '682 patent"); 7,372,961 ("the '961  
11 patent"); 8,931,045 ("the '045 patent"); 8,554,175 ("the '175 patent"); and 9,077,769 ("the '769  
12 patent").

### 13 **JURISDICTION AND VENUE**

14 12. This action involves claims for patent infringement arising under the patent laws  
15 of the United States, Title 35 of the United States Code, and claims for declaratory relief arising  
16 under the Declaratory Judgment Act, Title 28 of the United States Code. This action also  
17 involves California state law claims for attempted extortion and for violation of California  
18 Business & Professions Code section 17200.

19 13. This Court has subject matter jurisdiction over MobileIron's claims for  
20 infringement against Defendants pursuant to 28 U.S.C. §§ 1331, 1338(a), 2201, and 2202,  
21 because the claims arise under the patent laws of the United States.

22 14. This Court has subject matter jurisdiction under the Declaratory Judgment Act and  
23 the patent laws of the United States, more particularly under Title 28 U.S.C. §§ 2201 and 2202  
24 and Title 35 U.S.C. §§ 100 *et. seq.*, respectively, with respect to Plaintiff MobileIron's claims for  
25 declaratory relief with respect to patents owned, assigned, and or exclusively licensed to  
26 Defendants.

27 15. This Court has supplemental jurisdiction over MobileIron's state law claims  
28 pursuant to 28 U.S.C. § 1367(a) because such claims are so related to the federal claims that they

1 form part of the same case or controversy and derive from a common nucleus of operative facts.

2 16. This Court has personal jurisdiction over the BlackBerry Defendants for purposes  
3 of MobileIron's claims for patent infringement because both Defendants transact business in the  
4 State of California and have, at a minimum, offered to provide and/or provided in this judicial  
5 district and throughout the State of California products and services that infringe claims of the  
6 '016, '120, '307 and '598 patents.

7 17. This Court has personal jurisdiction over the BlackBerry Defendants for purposes  
8 of MobileIron's claims for declaratory relief because the BlackBerry Defendants have accused  
9 MobileIron of providing products and services that the BlackBerry Defendants allege infringe on  
10 or more claims of each of the '084, '099, Reissue '746, '489, '682, '961, '045, '175, and '769  
11 patents as well as 32 other patents.

12 18. A true and accurate copy of correspondence dated August 26, 2019, in which  
13 counsel for BlackBerry Corporation purports to put MobileIron on notice of infringing each of the  
14 '469, '084, '099, Reissue '746, '489, '682, '961, '045, '175, and '769 patents, is attached hereto  
15 as Exhibit E. A true and accurate copy of correspondence dated March 9, 2020, in which counsel  
16 for BlackBerry Corporation again purported to put MobileIron on notice of infringing each of the  
17 '469, '084, '099, Reissue '746, '489, '682, '961, '045, '175, and '769 patents, as well as 32 other  
18 patents, is attached hereto as Exhibit F. In each instance, Blackberry provided no claim chart or  
19 explanation. In fact, at least one of the patents identified in the letters was either surrendered  
20 and/or unenforceable as a matter of law.

21 19. Based on the acts, conduct and statements of the BlackBerry Defendants, there  
22 exists an actual and substantial controversy, within the meaning of 28 U.S.C. §§ 2201 and 2202,  
23 between MobileIron and the BlackBerry Defendants, as to whether MobileIron or any of the  
24 products and services sold and/or offered for sale by MobileIron have infringed, or continue to  
25 infringe, any of the claims of the '469, '084, '099, Reissue '746, '489, '682, '961, '045, '175, and  
26 '769 patents. The existing controversy is of sufficient immediacy and reality to warrant the  
27 issuance of a declaratory judgment of non-infringement, as set forth further herein.

28 20. Venue in this district is proper under 28 U.S.C. § 1391 and 1400(b).

1 **COUNT I**

2 **(Infringement of U.S. Patent No. 8,359,016)**

3 21. MobileIron incorporates by reference the allegations set forth in paragraphs 1  
4 through 20 of this Complaint as though set forth in full herein.

5 22. The BlackBerry Defendants and their customers have infringed the claims,  
6 directly, indirectly, and/or via the doctrine of equivalents, including at least claim 1, of the '016  
7 patent through, among other activities, the sale, the offering for sale, the making, the having  
8 made, the use, the importation and the exportation of BlackBerry Enterprise Mobility Suite:  
9 Unified Endpoint Management.

10 23. Upon information and belief, the BlackBerry Defendants' UEM employs a  
11 computer-implemented method, comprising receiving, from a control agent installed on a mobile  
12 device, a list that includes one or more applications currently installed on the mobile device. In  
13 particular, in describing UEM, the BlackBerry Defendants state: "To help prevent users from  
14 installing specific apps, you can create a list of restricted apps and use compliance profiles to  
15 enforce the restrictions. For example, you might want to prevent users from installing malicious  
16 apps or apps that require a lot of resources." BlackBerry UEM, Managing apps (v. 12.11) at 20.

17 24. The BlackBerry Defendants further state: "For iOS and Android devices, you can  
18 create a compliance profile to select apps from the restricted app list and set an enforcement  
19 action such as prompting the user or deleting work data if one of these apps is installed." *Id.*  
20 Accordingly, in order to determine that a restricted app is installed, a software module (control  
21 agent) installed on a mobile device via UEM receives a list of applications currently installed on  
22 the mobile device.

23 25. Upon information and belief, the BlackBerry Defendants' UEM detects, based at  
24 least in part on the list, an installation of at least one new application on the mobile device. The  
25 BlackBerry Defendants state: "For iOS and Android devices, you can create a compliance profile  
26 to select apps from the restricted app list and set an enforcement action such as prompting the  
27 user or deleting work data if one of these apps is installed." BlackBerry UEM, Managing apps (v.  
28 12.11) at 20. Thus, using the list of applications installed on the mobile device it is determined by

1 the BlackBerry Defendants' UEM that a restricted app is newly installed on the mobile device.

2       26. Upon information and belief, the BlackBerry Defendants' UEM determines, in  
3 response to the detection of the installation of the new application, whether the new application is  
4 authorized to be installed on the mobile device based at least in part on one or more policies that  
5 indicate whether the new application is a recognized application. The BlackBerry Defendants  
6 state: "For iOS and Android devices, you can create a compliance profile to select apps from the  
7 restricted app list and set an enforcement action such as prompting the user or deleting work data  
8 if one of these apps is installed." BlackBerry UEM, Managing apps (v. 12.11) at 20. Thus, from  
9 the list of applications installed on the mobile device it is determined by BlackBerry's UEM  
10 whether a newly installed application is authorized to be installed on the mobile device based on,  
11 at least in part, a compliance profile, i.e., one or more policies that indicate whether the new  
12 application is a recognized application, i.e., not a restricted app.

13       27. Upon information and belief, in the event that the installation of the new  
14 application is determined to be not authorized, the BlackBerry Defendants' UEM adjusts a state  
15 of one or more mobile device data objects associated with the mobile device. The BlackBerry  
16 Defendants state: "For iOS and Android devices, you can create a compliance profile to select  
17 apps from the restricted app list and set an enforcement action such as prompting the user or  
18 deleting work data if one of these apps is installed." BlackBerry UEM, Managing apps (v. 12.11)  
19 at 20. Thus, if the newly installed application is determined to be a restricted app, i.e., an  
20 application that is not authorized, an enforcement action is taken by the BlackBerry Defendants  
21 UEM, such that a state of one or more mobile device data objects is adjusted.

22       28. Upon information and belief, the BlackBerry Defendants' UEM denies access by  
23 the mobile device to one or more network application services based at least in part on the  
24 adjusted state of the one or more mobile device data objects, wherein access is denied by  
25 blocking, at an intermediate node, traffic from the mobile device to the one or more network  
26 application services. The BlackBerry Defendants state: "For iOS and Android devices, you can  
27 create a compliance profile to select apps from the restricted app list and set an enforcement  
28 action such as prompting the user or deleting work data if one of these apps is installed."

1 BlackBerry UEM, Managing apps (v. 12.11) at 20. Thus, the user may be prompted to uninstall  
2 the restricted app and, should the user use the restricted app regardless, as part of the enforcement  
3 action (i.e., based at least in part on the adjusted state of the one or more mobile device data  
4 objects) access to network application services is denied by the BlackBerry Defendant's UEM to  
5 the restricted app by blocking traffic therefrom at a server.

6 29. The BlackBerry Defendants advertise that the QNX Car Platform as including  
7 security capabilities permitting the use of a self-verifying file system to deny access to files that  
8 have changed unexpectedly, filesystem encryption for protecting sensitive or private data, and  
9 fine-grain control of system privileges.

10 30. Upon information and belief, the BlackBerry QNX Car Platform incorporates  
11 security features that include the BlackBerry Defendants' UEM, and also infringes at least claim  
12 1 of the '016 patent.

13 31. The BlackBerry Defendants' infringement of the '016 patent has injured and will  
14 continue to injure MobileIron unless and until this Court enters an injunction prohibiting further  
15 infringement and, specifically, enjoining further use of methods and systems that come within the  
16 scope of the '016 patent.

17 32. Blackberry is aware of the '016 patent. Plaintiff MobileIron previously asserted  
18 the '016 patent against Good Technology. As a result of this litigation, a San Jose jury in August  
19 of 2015 found that the '016 patent was valid.

20 33. Upon information and belief, the BlackBerry Defendants have had actual notice of,  
21 and actual knowledge of, the '016 patent since at least September 4, 2015, when BlackBerry Ltd.  
22 publicly announced its anticipated acquisition of Good Technology.

23 34. The BlackBerry Defendants' UEM is advertised as being scalable up to 25,000  
24 devices per server and 150,000 devices per domain, and can be deployed either on premise or  
25 within the Cloud. The Blackberry Defendants' UEM is not a staple article or a commodity of  
26 commerce suitable for a non-infringing use of the '016 patent. The BlackBerry Defendants'  
27 UEM is especially made for an infringing use of the '016 patent, and in combination with  
28 BlackBerry Defendants' knowledge of the '016 patent and further knowledge that the BlackBerry



1 Defendants' customers infringe the '016 patent when they implement the UEM on their mobile  
2 devices, the BlackBerry Defendants are contributory infringers of the '016 patent.

3 35. The BlackBerry Defendants have been and are aware that the normal and  
4 customary use of the BlackBerry Defendants' UEM will infringe the '016 patent. The  
5 BlackBerry Defendants, through the dissemination of technical and product literature, online  
6 instruction, advertising, and customer support regarding the BlackBerry Defendants' UEM,  
7 intentionally encourage their customers to infringe the '016 patent. The BlackBerry Defendants  
8 therefore are liable for induced infringement of the '016 patent.

9 36. The Blackberry Defendants' infringement of the '016 patent has been and  
10 continues to be willful and deliberate as the BlackBerry Defendants have acted in an objectively  
11 reckless manner in view of the high likelihood that their acts constituted infringement of the '016  
12 patent, and with full knowledge of MobileIron's rights in the '016 patent.

13 37. For the reasons stated herein, MobileIron is entitled to enhanced damages pursuant  
14 to 35 U.S.C. § 284, and attorneys' fees and costs pursuant to 35 U.S.C. § 285.

15 38. Upon information and belief, the license between MobileIron and Good  
16 Technology does not cover at least some, if not all, of the BlackBerry Defendants' UEM.

## 17 **COUNT II**

### 18 **(Infringement of U.S. Patent No. 9,426,120)**

19 39. MobileIron incorporates by reference the allegations set forth in paragraphs 1  
20 through 38 of this Complaint as though set forth in full herein.

21 40. The BlackBerry Defendants and their customers have infringed the claims,  
22 directly, indirectly, and/or via the doctrine of equivalents, including at least claim 1, of the '120  
23 patent, through, among other activities, the sale, the offering for sale, the making, the having  
24 made, the use, the importation and the exportation of the BlackBerry Defendants' Intelligent  
25 Security ("IS") services and products.

26 41. Upon information and belief, the BlackBerry Defendants' IS provides a method  
27 that comprises receiving, at a management agent on a device from a remote enterprise server, one  
28 or more location and time policies that include policy information, wherein the one or more

1 location and time policies are calculated by processing user and group information, wherein the  
2 device includes applications located inside an enterprise zone and applications located outside of  
3 the enterprise zone. The BlackBerry Defendants state in describing features of Intelligent  
4 Security (IS): “Adaptive Policy: Regional Bank Manager -- Anne enters a retail branch. Anne is  
5 the regional manager for a major retail bank. With BlackBerry Persona, when she enters a retail  
6 branch, her presence is detected based on her mobile device’s geolocation. Her access to  
7 privileged apps appropriate for her role is automatically enabled upon her arrival. When she  
8 leaves, that access is disabled.”<sup>1</sup>

9 42. Thus, upon information and belief, to allow access to privileged apps when the  
10 user enters a retail branch, an agent on the user device receives location and time policies from a  
11 remote BlackBerry server. Moreover, upon information and belief the user device employing the  
12 BlackBerry Defendants’ IS calculates or evaluates the policy using user and group information  
13 (that the user location is at the branch and that the user belongs to the group of managers). In  
14 addition, upon information and belief, the user device employing the BlackBerry Defendants’ IS  
15 includes privileged apps, i.e., applications located inside an enterprise zone, and the user device  
16 also includes apps that are generally installed on mobile devices such as a calculator, a notepad, a  
17 music player, etc., i.e., applications located outside of the enterprise zone.

18 43. Upon information and belief, the BlackBerry Defendants’ IS updates the policy  
19 information in a bus with a current allowed state. Upon information and belief, the BlackBerry  
20 Defendants’ IS server updates the policies and transmits the updated policies to the user devices  
21 from time-to-time.

22 44. Upon information and belief, the BlackBerry Defendants’ IS receives location  
23 information from the device, wherein the location information includes a new location that is not  
24 an allowed location. The BlackBerry Defendants state: “When she leaves, that access [to the  
25 privileged apps] is disabled.”<sup>2</sup>

26 \_\_\_\_\_  
27 <sup>1</sup> <https://www.blackberry.com/us/en/products/blackberry-persona#industry-focus> (last visited  
28 Apr. 22, 2020).

<sup>2</sup> <https://www.blackberry.com/us/en/products/blackberry-persona#industry-focus> (last visited  
Apr. 22, 2020).

1           45.     Thus, upon information and belief, a software module (management agent) on the  
2 user device employing the BlackBerry Defendants' IS receives new location information and  
3 determines that the new location is not an allowed location.

4           46.     Upon information and belief, the BlackBerry Defendants' IS blocks, by the  
5 management agent, a user of the device from using an application located in the enterprise zone  
6 on the device based at least in part on the received location information, wherein the management  
7 agent blocks the user of the all applications within the enterprise zone according to the one or  
8 more policies. The BlackBerry Defendants further state: "When she leaves, that access [to the  
9 privileged apps] is disabled."<sup>3</sup>

10          47.     Thus, upon information and belief, the software module (management agent) on  
11 the user device utilizing the BlackBerry Defendants' IS blocks the user device from using the  
12 privileged apps, i.e., one or more applications in the enterprise zone, and the decision to block is  
13 based on, at least in part, the received location information. Upon information and belief, the  
14 software module (management agent) blocks the use by the user of all of the privileged apps, i.e.,  
15 all applications with the enterprise zone, as dictated by the received policies.

16          48.     The BlackBerry Defendants advertise that the QNX Car Platform includes security  
17 capabilities permitting the use of a self-verifying file system to deny access to files that have  
18 changed unexpectedly, filesystem encryption for protecting sensitive or private data, and fine-  
19 grain control of system privileges.

20          49.     Upon information and belief, the BlackBerry QNX Car Platform incorporates  
21 security features that include the BlackBerry Defendants' IS, and also infringes at least claim 1 of  
22 the '120 patent.

23          50.     The BlackBerry Defendants' infringement of the '120 patent has injured and will  
24 continue to injure MobileIron unless and until this Court enters an injunction prohibiting further  
25 infringement and, specifically, enjoining further use of methods and systems that come within the  
26 scope of the '120 patent.

27 \_\_\_\_\_  
28 <sup>3</sup> <https://www.blackberry.com/us/en/products/blackberry-persona#industry-focus> (last visited  
Apr. 22, 2020).

51. The BlackBerry Defendants' IS is advertised as being a cloud service that can dynamically adapt the security requirements and behavior of a customer's users' devices and work apps to their real-world contexts. The BlackBerry Defendants' IS is not a staple article or a commodity of commerce suitable for a non-infringing use of the '120 patent. The BlackBerry Defendants' IS is especially made for an infringing use of the '120 patent, and in combination with BlackBerry Defendants' knowledge of the '120 patent and further knowledge that the BlackBerry Defendants' customers infringe the '120 patent when they implement the IS in their mobile systems, the BlackBerry Defendants are contributory infringers of the '120 patent.

52. The BlackBerry Defendants have been and are aware that the normal and customary use of the BlackBerry Defendants' IS will infringe the '120 patent. The BlackBerry Defendants, through the dissemination of technical and product literature, online instruction, advertising, and customer support regarding the BlackBerry Defendants' IS, intentionally encourage the BlackBerry Defendants' customers to infringe the '120 patent. The BlackBerry Defendants therefore are liable for induced infringement of the '120 patent.

53. The Blackberry Defendants' infringement of the '120 patent has been and continues to be willful and deliberate as the BlackBerry Defendants have acted in an objectively reckless manner in view of the high likelihood that their acts constituted infringement of the '120 patent, and with full knowledge of MobileIron's rights in the '120 patent.

54. For the reasons stated herein, MobileIron is entitled to enhanced damages pursuant to 35 U.S.C. § 284, and attorneys' fees and costs pursuant to 35 U.S.C. § 285.

**COUNT III**

**(Infringement of U.S. Patent No. 8,869,307)**

55. MobileIron incorporates by reference the allegations set forth in paragraphs 1 through 54 of this Complaint as though set forth in full herein.

56. The BlackBerry Defendants and their customers have infringed the claims, directly, indirectly, and/or via the doctrine of equivalents, including at least claim 1, of the '307 patent, through, among other activities, the sale, the offering for sale, the making, the having made the use, the importation and the exportation of the BlackBerry Defendants' UEM.

1           57.     Upon information and belief, the BlackBerry Defendants' UEM includes a  
2 computer-implemented method, comprising receiving, from a control agent installed on a mobile  
3 device, a list that includes one or more applications currently installed on the mobile device. The  
4 BlackBerry Defendants in describing UEM state: "To help prevent users from installing specific  
5 apps, you can create a list of restricted apps and use compliance profiles to enforce the  
6 restrictions. For example, you might want to prevent users from installing malicious apps or apps  
7 that require a lot of resources." BlackBerry UEM, Managing apps (v. 12.11) at 20. The  
8 BlackBerry Defendants further state in reference to UEM: "For iOS and Android devices, you  
9 can create a compliance profile to select apps from the restricted app list and set an enforcement  
10 action such as prompting the user or deleting work data if one of these apps is installed." *Id.*

11           58.     Accordingly, upon information and belief, in order to determine that a restricted  
12 app is installed, a software module (control agent) installed on a mobile device employing the  
13 BlackBerry Defendants' UEM receives a list of applications currently installed on the mobile  
14 device.

15           59.     Upon information and belief, the BlackBerry Defendants' UEM detects, based at  
16 least in part on the list, an installation of at least one new application on the mobile device. The  
17 BlackBerry Defendants state in conjunction with UEM: "For iOS and Android devices, you can  
18 create a compliance profile to select apps from the restricted app list and set an enforcement  
19 action such as prompting the user or deleting work data if one of these apps is installed."  
20 BlackBerry UEM, Managing apps (v. 12.11) at 20. Thus, upon information and belief, using the  
21 list of applications installed on the mobile device, the BlackBerry Defendants' UEM determines  
22 that a restricted app is newly installed on the mobile device.

23           60.     Upon information and belief, the BlackBerry Defendants' UEM determines, in  
24 response to the detection of the installation of the new application, whether the new application is  
25 authorized to be installed on the mobile device based at least in part on one or more policies that  
26 indicate whether the new application is a recognized application. The BlackBerry Defendants  
27 state: "For iOS and Android devices, you can create a compliance profile to select apps from the  
28 restricted app list and set an enforcement action such as prompting the user or deleting work data

1 if one of these apps is installed.” BlackBerry UEM, Managing apps (v. 12.11) at 20. Thus, upon  
2 information and belief, from the list of applications installed on the mobile device that employs  
3 the BlackBerry Defendants’ UEM, it is determined whether a newly installed application is  
4 authorized to be installed on the mobile device based on, at least in part, a compliance profile, i.e.,  
5 one or more policies that indicate whether the new application is a recognized application, i.e.,  
6 not a restricted.

7         61. Upon information and belief, in the event that the installation of the new  
8 application is determined to be not authorized, the BlackBerry Defendants’ UEM adjusts a state  
9 of one or more mobile device data objects associated with the mobile device. The BlackBerry  
10 Defendants in describing UEM state: “For iOS and Android devices, you can create a  
11 compliance profile to select apps from the restricted app list and set an enforcement action such  
12 as prompting the user or deleting work data if one of these apps is installed.” BlackBerry UEM,  
13 Managing apps (v. 12.11) at 20. Thus, upon information and belief, if the newly installed  
14 application is determined to be a restricted app, i.e., an application that is not authorized, an  
15 enforcement action is taken (state of one or more mobile device data objects would be adjusted)  
16 by the BlackBerry Defendants’ UEM.

17         62. Upon information and belief, the BlackBerry Defendants’ UEM denies access by  
18 the mobile device to one or more network application services based at least in part on the  
19 adjusted state of the one or more mobile device data objects, wherein access is denied by  
20 blocking, at an intermediate node, traffic from the mobile device to the one or more network  
21 application services. The BlackBerry Defendants, in describing UEM, state: “For iOS and  
22 Android devices, you can create a compliance profile to select apps from the restricted app list  
23 and set an enforcement action such as prompting the user or deleting work data if one of these  
24 apps is installed.” BlackBerry UEM, Managing apps (v. 12.11) at 20. Thus, upon information  
25 and belief, the user is prompted to uninstall the restricted app and, should the user use the  
26 restricted app regardless, as part of the enforcement action (i.e., based at least in part on the  
27 adjusted state of the one or more mobile device data objects) access to network application  
28 services is denied to the restricted app by the BlackBerry Defendants’ UEM by blocking traffic

1 therefrom at a server.

2         63.     The BlackBerry Defendants advertise that the QNX Car Platform includes security  
3 capabilities permitting the use of a self-verifying file system to deny access to files that have  
4 changed unexpectedly, filesystem encryption for protecting sensitive or private data, and fine-  
5 grain control of system privileges.

6         64.     Upon information and belief, the BlackBerry QNX Car Platform incorporates  
7 security features that include the BlackBerry Defendants' UEM, and also infringes at least claim  
8 1 of the '307 patent.

9         65.     The BlackBerry Defendants' infringement of the '307 patent has injured and will  
10 continue to injure MobileIron unless and until this Court enters an injunction prohibiting further  
11 infringement and, specifically, enjoining further use of methods and systems that come within the  
12 scope of the '307 patent.

13         66.     Upon information and belief, the BlackBerry Defendants have had actual notice of,  
14 and actual knowledge of, at least the '307 patent since at least February 26, 2020, when  
15 MobileIron provided the BlackBerry Defendants with written notice of their infringement of the  
16 patent.

17         67.     The BlackBerry Defendants' UEM is advertised as being scalable up to 25,000  
18 devices per server and 150,000 devices per domain, and can be deployed either on premise or  
19 within the Cloud. The BlackBerry Defendants' UEM is not a staple article or a commodity of  
20 commerce suitable for a non-infringing use of the '307 patent. The BlackBerry Defendants'  
21 UEM is especially made for an infringing use of the '307 patent, and in combination with  
22 BlackBerry Defendants' knowledge of the '307 patent and further knowledge that the BlackBerry  
23 Defendants' customers infringe the '307 patent when they implement the UEM on their mobile  
24 devices, the BlackBerry Defendants are contributory infringers of the '307 patent.

25         68.     The BlackBerry Defendants have been and are aware that the normal and  
26 customary use of the BlackBerry Defendants' UEM will infringe the '307 patent. The  
27 BlackBerry Defendants, through the dissemination of technical and product literature, online  
28 instruction, advertising, and customer support regarding the BlackBerry Defendants' UEM,

1 intentionally encourage the BlackBerry Defendants' customers to infringe the '307 patent. The  
2 BlackBerry Defendants therefore are liable for induced infringement of the '307 patent.

3 69. The Blackberry Defendants' infringement of the '307 patent has been and  
4 continues to be willful and deliberate as the BlackBerry Defendants have acted in an objectively  
5 reckless manner in view of the high likelihood that their acts constituted infringement of the '307  
6 patent, and with full knowledge of MobileIron's rights in the '307 patent.

7 70. For the reasons stated herein, MobileIron is entitled to enhanced damages pursuant  
8 to 35 U.S.C. § 284, and attorneys' fees and costs pursuant to 35 U.S.C. § 285.

#### 9 **COUNT IV**

#### 10 **(Infringement of U.S. Patent No. 10,038,598)**

11 71. MobileIron incorporates by reference the allegations set forth in paragraphs 1  
12 through 70 of this Complaint as though set forth in full herein.

13 72. The BlackBerry Defendants and their customers have infringed the claims,  
14 directly, indirectly, and/or via the doctrine of equivalents, including at least claim 18, of the '598  
15 patent, through, among other activities, the sale, the offering for sale, the making, the having  
16 made, the use, the importation and the exportation of the BlackBerry Defendants' Blackberry  
17 Enterprise BRIDGE ("Enterprise BRIDGE").

18 73. Upon information and belief, the BlackBerry Defendants' Enterprise BRIDGE  
19 receives, from a device management server, an indication to perform an action that requires  
20 access to a privileged user space of a physical device. According to the BlackBerry Defendants,  
21 the BlackBerry Enterprise BRIDGE "is a Microsoft Intune app that is enabled for BlackBerry  
22 Dynamics. It allows you to securely view, edit, and save documents using Intune managed  
23 Microsoft apps, such as Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Microsoft  
24 Teams, Microsoft OneNote, and Yammer in BlackBerry Dynamics on iOS and Android devices."  
25 BlackBerry Enterprise BRIDGE, Administration Guide (v. 2.1) at 5.

26 74. Upon information and belief, the BlackBerry Defendants' Enterprise BRIDGE  
27 uses a native device management service, wherein the native device management service is  
28 configured to perform only predefined functions without access to the privileged user space.



1 Upon information and belief, a mobile platform employing Enterprise BRIDGE uses a native  
2 device management service, wherein the native device management service is configured to  
3 perform only predefined functions without access to the privileged user space.

4 75. Upon information and belief, the BlackBerry Defendants' Enterprise BRIDGE  
5 uses a mobile device management (MDM) bridge service to perform the action, wherein the  
6 MDM bridge service runs in a security context that enables the service to operate in the privileged  
7 user space. The BlackBerry Defendants' Administration Guide for Enterprise BRIDGE provides  
8 a data flow that "shows how to share documents that are received as email attachments in  
9 BlackBerry Work or saved to the Local Docs folder or an Enterprise remote Docs location to  
10 Intune managed apps on Android and iOS devices when the Enterprise BRIDGE app is install  
11 led." BlackBerry Enterprise BRIDGE, Administration Guide (v. 2.1) at 9. One example from the  
12 BlackBerry Defendants' Enterprise BRIDGE Administration Guide describes the following steps:

- 13 1. The user downloads and previews a file received as an email attachment in  
14 BlackBerry Work.
- 15 2. If the Microsoft Intune app protection policy profile allows it, the device sends  
16 a copy of the file using the AppKinetics Transfer File service through secured  
17 channels to the Enterprise BRIDGE app.
- 18 3. The Enterprise BRIDGE app securely sends a copy of the file over an Intune  
19 protected channel to the Intune managed app (for example, Microsoft Word).  
20 The Enterprise BRIDGE app deletes the copy of the file within the Enterprise  
21 BRIDGE app after the file transfer is complete.
- 22 4. The user performs the following actions:
  - 23 a. Saves a copy of the file in an Intune protected area of the Intune managed  
24 app.
  - 25 b. Modifies the file as required and saves the updated file.
- 26 5. The device sends a copy of the file back to the Enterprise BRIDGE app over  
27 the Intune protected channel.
- 28 6. The Enterprise BRIDGE app sends the copy of the file to BlackBerry Work  
using the AppKinetics Transfer File service through secured channels to attach  
to the original or a new email or to save to the Local Docs folder or an  
Enterprise remote Docs location. The Enterprise BRIDGE app deletes the copy  
of the file within the Enterprise BRIDGE app after the file transfer is complete.

*Id.* at 10.

76. Thus, upon information and belief, the BlackBerry Enterprise BRIDGE app is a  
mobile device management (MDM) bridge service that performs actions, such as modifying and  
saving files. The Enterprise BRIDGE (i.e., the MDM bridge) service securely exchanges

1 data/files with and Intune managed app (e.g., Microsoft Word), i.e., runs in a security context that  
2 enables the service to operate in the privileged user space.

3 77. The BlackBerry Defendants' infringement of the '598 patent has injured and will  
4 continue to injure MobileIron unless and until this Court enters an injunction prohibiting further  
5 infringement and, specifically, enjoining further use of methods and systems that come within the  
6 scope of the '598 patent.

7 78. Upon information and belief, the BlackBerry Defendants have had actual notice of,  
8 and actual knowledge of, at least the '598 patent since at least February 26, 2020, when  
9 MobileIron provided the BlackBerry Defendants with written notice of their infringement of the  
10 patent.

11 79. The BlackBerry Defendants' Enterprise BRIDGE is advertised as being a  
12 BlackBerry Dynamics-enabled and Microsoft® Intune-protected app that provides a secure  
13 bridge between BlackBerry Dynamics apps such as BlackBerry Work and Intune-managed  
14 mobile apps such as Microsoft Office. The BlackBerry Defendants' Enterprise BRIDGE is not a  
15 staple article or a commodity of commerce suitable for a non-infringing use of the '598 patent.  
16 The BlackBerry Defendants' Enterprise BRIDGE is especially made for an infringing use of the  
17 '598 patent, and in combination with BlackBerry Defendants' knowledge of the '598 patent and  
18 further knowledge that the BlackBerry Defendants' customers infringe the '598 patent when they  
19 implement the Enterprise BRIDGE on their mobile devices, the BlackBerry Defendants are  
20 contributory infringers of the '598 patent.

21 80. The BlackBerry Defendants have been and are aware that the normal and  
22 customary use of the BlackBerry Defendants' Enterprise BRIDGE will infringe the '598 patent.  
23 The BlackBerry Defendants, through the dissemination of technical and product literature, online  
24 instruction, advertising, and customer support regarding the BlackBerry Defendants' Enterprise  
25 BRIDGE, intentionally encourage the BlackBerry Defendants' customers to infringe the '598  
26 patent. The BlackBerry Defendants therefore are liable for induced infringement of the '598  
27 patent.

28 81. The BlackBerry Defendants' infringement of the '598 patent has been and

1 continues to be willful and deliberate as the BlackBerry Defendants have acted in an objectively  
2 reckless manner in view of the high likelihood that their acts constituted infringement of the '598  
3 patent, and with full knowledge of MobileIron's rights in the '598 patent.

4 82. For the reasons stated herein, MobileIron is entitled to enhanced damages pursuant  
5 to 35 U.S.C. § 284, and attorneys' fees and costs pursuant to 35 U.S.C. § 285.

#### 6 COUNT V

#### 7 (Declaratory Judgment of Non-Infringement of 8 U.S. Patent Nos. 7,372,961; 8,442,489; 9,270,682; and 9,282,099)

9 83. MobileIron incorporates by reference the allegations set forth in paragraphs 1  
10 through 82 of this Complaint as though set forth in full herein.

11 84. This is a claim for declaratory judgment of non-infringement of any claims of the  
12 '961, '489, '682, and '099 patents.

13 85. A true and accurate copy of the '961 patent is attached to this Complaint as Exhibit  
14 G. A true and accurate copy of the '489 patent is attached to this Complaint as Exhibit H. A true  
15 and accurate copy of the '682 patent is attached to this Complaint as Exhibit I. A true and  
16 accurate copy of the '099 patent is attached to this Complaint as Exhibit J.

17 86. MobileIron does not directly, contributorily, or by inducement, infringe any claims  
18 of the '961, '489, '682, and '099 patents, either literally or under the doctrine of equivalents.

19 87. The manufacture, importation, use, sale, or offer for sale of any of MobileIron  
20 products or services in the United States does not directly infringe, contributorily infringe, or  
21 induce infringement of any claims of the '961, '489, '682, and '099 patents, either literally or  
22 under the doctrine of equivalents.

23 88. Absent a declaration of non-infringement, the BlackBerry Defendants will  
24 continue to wrongfully assert the '961, '489, '682, and '099 patents against MobileIron and  
25 others, including MobileIron's customers, in violation of the laws and contrary to the public  
26 policy of the United States, and will thereby continue to cause MobileIron irreparable injury and  
27 damage.

28 89. A judicial determination on the disputes recited herein is necessary and appropriate

1 at this time so that the parties may ascertain their respective rights and obligations with respect to  
2 the '961, '489, '682, and '099 patents and any past, present or future manufacture, use,  
3 importation, distribution, sale, or offer for sale of MobileIron products or services.

#### 4 **COUNT VI**

##### 5 **(Declaratory Judgment of Surrender of U.S. Patent No. 8,005,469)**

6 90. MobileIron incorporates by reference the allegations set forth in paragraphs 1  
7 through 89 of this Complaint as though set forth in full herein.

8 91. This is a claim for declaratory judgment that the '469 patent has been surrendered  
9 under 35 U.S.C. § 252, is no longer in effect, and, thus, cannot be asserted by BlackBerry against  
10 MobileIron.

11 92. A true and accurate copy of the '469 patent is attached to this Complaint as Exhibit  
12 K.

13 93. The '469 patent was reissued as U.S. Patent No. RE44,746 on February 4, 2014. A  
14 true and accurate copy of the Reissue '746 patent is attached to this Complaint as Exhibit L.  
15 Pursuant to 35 U.S.C. § 252, the '469 patent was surrendered as of the date of issuance of the  
16 Reissue '746 patent and is no longer in effect. Accordingly, as a matter of law, BlackBerry  
17 cannot assert infringement of, and MobileIron cannot infringe, any claim of the '469 patent.

18 94. Absent a declaration that the '469 patent is surrendered, the BlackBerry  
19 Defendants will continue to wrongfully assert the '469 patent against MobileIron and others,  
20 including MobileIron's customers, in violation of the laws and contrary to the public policy of the  
21 United States, and will thereby continue to cause MobileIron irreparable injury and damage.

22 95. A judicial determination on the disputes recited herein is necessary and appropriate  
23 at this time so that the parties may ascertain their respective rights and obligations with respect to  
24 the '469 patent and any past, present or future manufacture, use, importation, distribution, sale, or  
25 offer for sale of MobileIron products or services.

#### 26 **COUNT VII**

##### 27 **(Declaratory Judgment of Patent Misuse)**

28 96. MobileIron incorporates by reference the allegations set forth in paragraphs 1

1 through 95 of this Complaint as though set forth in full herein.

2 97. While the BlackBerry Defendants in their correspondence dated August 26, 2019  
3 specifically accused MobileIron of infringing each of the '469, '084, '099, Reissue '746, '489,  
4 '682, '961, '045, '175, and '769 patents, they did not provide any details in that correspondence  
5 as to why they contended each of said patents is infringed by any MobileIron products or  
6 services.

7 98. The '469 patent has been surrendered pursuant to 35 U.S.C. § 252, and is not  
8 enforceable as a matter of law.

9 99. In their correspondence dated March 9, 2020 (Exhibit F), the BlackBerry  
10 Defendants reiterated their contention and identified 32 additional patents. As in their prior  
11 correspondence, the BlackBerry Defendants did not provide any details as to why they contended  
12 each of said patents is infringed by any MobileIron products or services. Further, with respect to  
13 the 32 newly identified patents, the BlackBerry Defendants did not even identify any specific  
14 MobileIron products or services that allegedly infringed any claim of the 32 patents.

15 100. The BlackBerry Defendants' allegations in their correspondence dated August 26,  
16 2019 that one or more of the patents identified in said correspondence are infringed by  
17 MobileIron's products and services is objectively baseless, as the BlackBerry Defendants have no  
18 reasonable expectation that any such infringement of one or more patents has occurred. In fact, at  
19 least one patent has been statutorily surrendered and cannot be enforced as a matter of law. For  
20 other patents, the BlackBerry Defendants lack any basis whatsoever for their infringement  
21 accusations, as the BlackBerry Defendants know that no MobileIron product or service performs  
22 every limitation of any claim of those patents. These assertions are simply part of an effort by  
23 Blackberry to create a threat to MobileIron that it will engage in a massive and meritless series of  
24 patent infringement assertions to try to extort licensing fees from MobileIron.

25 101. The BlackBerry Defendants' allegations in their correspondence dated March 9,  
26 2020 (Exhibit F) that one or more of the patents identified are infringed by MobileIron's products  
27 and services are objectively baseless, as the BlackBerry Defendants have no reasonable  
28 expectation that any such infringement has occurred and instead are just a laundry list of patents

1 to create an apprehension by MobileIron in order for Blackberry to seek extortionate licensing  
2 fees.

3 102. The BlackBerry Defendants in their August 26, 2019 and March 9, 2020  
4 correspondence indiscriminately assert their entire patent portfolio, directed to old and  
5 inapplicable security technology, based on allegations of infringement directed to a few broadly  
6 written claims against a broad range of potential but unidentified products without actually  
7 assessing whether such products actually infringe.

8 103. Upon information and belief, the BlackBerry Defendants—including through the  
9 assertion of objectively baseless allegations of infringement of each of the patents referenced in  
10 their August 26, 2019 and March 9, 2020 correspondence—intend to leverage the cost to  
11 MobileIron and other parties to defend against numerous meritless claims of infringement in  
12 order to raise prices and costs to parties engaged in the UEM, security, and mobile device  
13 services markets, resulting in harm to competition.

14 104. The effect of the BlackBerry Defendants' actions in alleging infringement by  
15 MobileIron of each of the patents referenced in the BlackBerry Defendants' August 26, 2019 and  
16 March 9, 2020 correspondence is to impermissibly broaden, with anticompetitive effects, the  
17 physical and temporal scope of each of the patents referenced in the August 26, 2019 and March  
18 9, 2020, including (but not limited to) the '469 patent, including by raising prices through the  
19 imposition of unfair royalties and license demands, and by forcing parties like MobileIron, who  
20 refuse to take a license, to expend money to investigate and defend against spurious and baseless  
21 claims of infringement.

22 105. Upon information and belief, the BlackBerry Defendants use the size of their  
23 patent portfolio, and the concomitant disadvantageous cost to any licensee target like MobileIron  
24 to evaluate the actual merits of BlackBerry's allegations arising from such portfolio, to illegally  
25 and improperly force the licensee targets accept a patent license to the patents in the BlackBerry  
26 Defendants' patent portfolio, including the legally unenforceable '469 patent, upon threat of  
27 expensive patent litigation. In doing so, the BlackBerry Defendants have improperly expanded  
28 the physical and temporal scope of one or more of the patents in the BlackBerry Defendants'

1 portfolio, including (but not limited to) the legally unenforceable '469 patent.

2 106. MobileIron has been harmed by the BlackBerry Defendants' illegal and improper  
3 attempt to expand the physical and temporal scope of the patents referenced in the August 26,  
4 2019 and March 9, 2020 correspondence from the BlackBerry Defendants to MobileIron and as a  
5 result has incurred substantial business and other costs.

6 **COUNT VIII**

7 **(Attempted Civil Extortion)**

8 107. MobileIron incorporates by reference the allegations set forth in paragraphs 1  
9 through 106 of this Complaint as though set forth in full herein.

10 108. The Blackberry Defendants are liable for attempted civil extortion. The  
11 Blackberry Defendants have threatened and continue to threaten to block MobileIron's lawful  
12 business operations through its abusive licensing letters and meritless accusations of  
13 infringement.

14 109. For example, since February 4, 2014, the Blackberry Defendants have had no  
15 lawful right to assert alleged infringement of the surrendered '469 patent, yet they threatened  
16 MobileIron and insisted that MobileIron take a license to the '469 patent along with a large  
17 number of other patents. Furthermore, the Blackberry Defendants have no objectively or  
18 subjectively reasonable basis for asserting that MobileIron infringes any claims of the '961, '489,  
19 '682, and '099 patents.

20 110. MobileIron has an objectively reasonable fear of the Blackberry Defendants  
21 bringing suit at least based on their correspondence dated August 26, 2019 and March 9, 2020.

22 111. The Blackberry Defendants have at all times known that their demands for money  
23 from MobileIron for alleged infringement of numerous patents are both objectively and  
24 subjectively baseless, but Defendants have continued their acts of attempted extortion unabated.  
25 These acts began in 2019 with the Blackberry Defendants' letter threat and demands, and  
26 continued into 2020 as the Blackberry Defendants added 32 patents to their initial threat, thereby  
27 maintaining a cloud of false claims of "infringement" over MobileIron. The lack of merit in  
28 Blackberry's assertions is evident on its face, as Blackberry has been unable to provide even one

1 claim chart for any of its countless patent “notices.” The Blackberry Defendants could at any  
2 time cease their unlawful and fraudulent activities and allow MobileIron to proceed unmolested.  
3 Instead, the Blackberry Defendants have continued to hold MobileIron captive with baseless  
4 threats of litigation in the hopes that MobileIron will take an exorbitant and unjustified license to  
5 the Blackberry Defendant’s patents.

6 112. The Blackberry Defendants’ ongoing acts of attempted extortion have damaged  
7 MobileIron, including, but not limited to, hindering MobileIron’s progress towards realizing the  
8 full potential of its business and causing MobileIron to expend significant legal fees and other  
9 costs to address the Blackberry Defendants’ misconduct.

10 113. MobileIron seeks recovery for its losses caused by Blackberry’s ongoing  
11 attempted extortion.

12 114. The Blackberry Defendants’ extortionate behavior against MobileIron and others  
13 has been pursued intentionally, willfully, and with malice, justifying an award of attorneys’ fees  
14 and punitive damages to discourage any such further conduct by the Blackberry Defendants.

## 15 **COUNT IX**

### 16 **(Declaratory Judgment of Unclean Hands)**

17 115. MobileIron incorporates by reference the allegations set forth in paragraphs 1  
18 through 114 of this Complaint as though set forth in full herein.

19 116. This is a claim for declaratory judgment that the BlackBerry Defendants have  
20 unclean hands and, therefore, cannot obtain relief against MobileIron for alleged infringement of  
21 any of the patents identified in their August 26, 2019 and March 9, 2020 correspondence.

22 117. As detailed throughout this Complaint, the BlackBerry Defendants have  
23 improperly purported to provide “notice” that MobileIron infringes the patents identified in the  
24 August 26, 2019 and March 9, 2020 correspondence, based on objectively and subjectively  
25 baseless claims of infringement, in an effort to force MobileIron to take expensive and  
26 extortionate license fees for patents that it does not need. The BlackBerry Defendants thus have  
27 unclean hands, and all of the patents identified in the BlackBerry Defendants’ August 26, 2019  
28 and March 9, 2020 correspondence are unenforceable as against MobileIron.



1 118. Absent a declaration that the patents identified in the BlackBerry Defendants'  
2 August 26, 2019 and March 9, 2020 correspondence are unenforceable due to the BlackBerry  
3 Defendants' unclean hands, the BlackBerry Defendants will continue to wrongfully assert those  
4 patents against MobileIron and others, including MobileIron's customers, in violation of the laws  
5 and contrary to the public policy of the United States, and will thereby continue to cause  
6 MobileIron irreparable injury and damage.

7 119. A judicial determination on the disputes recited herein is necessary and appropriate  
8 at this time so that the parties may ascertain their respective rights and obligations with respect to  
9 the patents identified in the BlackBerry Defendants' August 26, 2019 and March 9, 2020  
10 correspondence, as well as any other patents BlackBerry would require MobileIron to license, and  
11 any past, present or future manufacture, use, importation, distribution, sale, or offer for sale of  
12 MobileIron products or services.

13 **COUNT X**

14 **(Violation of Cal. Bus. & Prof. Code § 17200, et seq.)**

15 120. MobileIron incorporates by reference the allegations set forth in paragraphs 1  
16 through 119 of this Complaint as though set forth in full herein.

17 121. The BlackBerry Defendants have violated California Business & Professions Code  
18 section 17200, *et seq.* ("UCL") by engaging in unfair and unlawful conduct against MobileIron.  
19 Specifically, the BlackBerry Defendants have attempted, and continue to attempt, to extort  
20 payment from MobileIron for patents that the BlackBerry Defendants have no objectively or  
21 subjectively reasonable for believing are infringed by MobileIron.

22 122. In so doing, the BlackBerry Defendants have prevented MobileIron from operating  
23 its business without fear of an infringement lawsuit. Additionally, MobileIron has expended  
24 significant amounts of money to investigate and address the BlackBerry Defendants' unfair and  
25 unlawful accusations of infringement. The BlackBerry Defendants' conduct has thus damaged  
26 MobileIron as set forth herein.

27 123. The BlackBerry Defendants, by their actions, have irreparably injured MobileIron.  
28 Such irreparable injury will continue unless the BlackBerry Defendants are preliminarily and

1 permanently enjoined by this Court from further violation of MobileIron's rights, for which  
2 MobileIron has no adequate remedy at law.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs pray for the following:

5 1. Entry of judgment in favor of MobileIron and against the BlackBerry Defendants  
6 as follows:

- 7 a. An award of damages adequate to compensate MobileIron for the  
8 infringement, directly, indirectly, and/or by the doctrine of equivalents, that  
9 has occurred as a result of each of the BlackBerry Defendants' acts of  
10 infringement of the '016, '120, '307, and '598 patents, which acts of  
11 infringement have been willful, together with prejudgment interest from  
12 the date that the BlackBerry Defendants' infringement of each of the '016,  
13 '120, '307, and '598 patents began;
- 14 b. A declaration that MobileIron does not infringe any claim of the '961,  
15 '489, '682, and '099 patents;
- 16 c. A declaration that the '469 patent has been surrendered and is no longer in  
17 effect as a matter of law;
- 18 d. A declaration that any patents that the BlackBerry Defendants may assert  
19 against MobileIron are unenforceable due to the BlackBerry Defendants'  
20 unclean hands;
- 21 e. An award of damages to compensate MobileIron for the BlackBerry  
22 Defendants' attempted civil extortion; and
- 23 f. An award of restitution to MobileIron for the BlackBerry Defendants'  
24 violation of California Business & Professions Code section 17200.

25 2. Entry of preliminary and permanent injunctions enjoining the BlackBerry  
26 Defendants, their officers, agents, servants, employees, licensees and attorneys and those persons  
27 in active concert or participation with them and all others in privity therewith from: (a) initiating  
28 or prosecuting any lawsuit or proceeding placing at issue the right of MobileIron, its customers,

1 licensees, successors, assigns and all others in privity therewith to make, use, sell, offer for sale or  
2 import MobileIron's products and services; (b) interfering with or threatening to interfere with the  
3 manufacture, sale, offer for sale, use or importation of MobileIron's products and services by  
4 MobileIron, or any of its customers, licensees, dealers, agents, servants, or employees, or any  
5 prospective or present sellers, dealers, or users of MobileIron's products and services, and all  
6 others in privity therewith, with respect to all patents identified in the BlackBerry Defendants'  
7 August 26, 2019 and March 9, 2020 correspondence and any other patents that the BlackBerry  
8 Defendants may assert against MobileIron; and (c) making any claim to any person or entity that  
9 MobileIron's products infringe any of the patents identified in the BlackBerry Defendants'  
10 August 26, 2019 and March 9, 2020 correspondence or any other patents that the BlackBerry  
11 Defendants may assert against MobileIron, said injunction to be made permanent following trial;

12 3. An award of MobileIron's attorneys' fees and costs, including at least because this  
13 is an exceptional case under 35 U.S.C. § 285;

14 4. An award of punitive damages; and

15 5. Such other further relief as the Court deems appropriate.

16 **JURY DEMAND**

17 Plaintiff MobileIron, Inc. hereby demands trial by jury on all issues triable to a jury.

18  
19 Dated: April 27, 2020

Respectfully submitted,

20 By: /s/ I. Neel Chatterjee

21 I. Neel Chatterjee

22 Rachel M. Walsh

23 Monte M.F. Cooper

24 Andrew S. Ong

25 GOODWIN PROCTER LLP

26  
27 Attorneys for Plaintiff  
28 MOBILEIRON, INC.