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12 Attorneys for Plaintiff
MOBILEIRON, INC.

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION
16

17 MOBILEIRON, INC., a Delaware corporation,
18 Plaintiffs,
19
20 v.
21 BLACKBERRY CORPORATION, a Delaware
corporation, BLACKBERRY LTD., a
22 Canadian company, and DOES 1-50,
23 Defendants.
24

Case No. 3:20-cv-02877-JCS

**FIRST AMENDED 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. BlackBerry Ltd.
18 derives a substantial proportion of its revenue from intellectual property licensing based on a
19 portfolio that BlackBerry has stated publicly consists of approximately 38,000 patents and
20 applications worldwide.

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

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

9. MobileIron owns all right, title, and interest in, and has standing to sue for patent infringement of United States Patent No. 8,869,307 (“the ’307 patent”), entitled “Mobile Posture-Based Policy, Remediation and Access Control for Enterprise Resources,” issued October 21, 2014. A true and accurate copy of the ’307 patent is attached to this Complaint as Exhibit C.

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

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

JURISDICTION AND VENUE

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

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

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

1 Defendants.

2 15. This Court has supplemental jurisdiction over MobileIron's state law claims
3 pursuant to 28 U.S.C. § 1367(a) because such claims are so related to the federal claims that they
4 form part of the same case or controversy and derive from a common nucleus of operative facts.

5 16. This Court has personal jurisdiction over the BlackBerry Defendants for purposes
6 of MobileIron's claims for patent infringement because both Defendants transact business in the
7 State of California and have, at a minimum, offered to provide and/or provided in this judicial
8 district and throughout the State of California products and services that infringe claims of the
9 '016, '120, '307 and '598 patents.

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

15 18. A true and accurate copy of correspondence dated August 26, 2019, in which
16 counsel for BlackBerry Corporation purports to put MobileIron on notice of infringing each of the
17 '469, '084, '099, Reissue '746, '489, '682, '961, '045, '175, and '769 patents, is attached hereto
18 as Exhibit E. A true and accurate copy of correspondence dated March 9, 2020, in which counsel
19 for BlackBerry Corporation again purported to put MobileIron on notice of infringing each of the
20 '469, '084, '099, Reissue '746, '489, '682, '961, '045, '175, and '769 patents, as well as 32 other
21 patents, is attached hereto as Exhibit F. In each instance, BlackBerry provided no claim chart or
22 explanation accompanying the letter. In fact, at least one of the patents identified in the letters
23 was either surrendered and/or unenforceable as a matter of law. BlackBerry touted the size and
24 breadth of its portfolio in the August 26, 2019 letter, and also stated that the identified patents
25 were "merely illustrative examples" of patents relevant to MobileIron's business and products
26 and that the listed patents were "not intended to convey the totality of the relevant patents" in
27 BlackBerry's portfolio. The March 9, 2020 letter from BlackBerry repeated similar language.

28 19. Based on the acts, conduct and statements of the BlackBerry Defendants, there

1 exists an actual and substantial controversy, within the meaning of 28 U.S.C. §§ 2201 and 2202,
2 between MobileIron and the BlackBerry Defendants, as to whether MobileIron or any of the
3 products and services sold and/or offered for sale by MobileIron have infringed, or continue to
4 infringe, any of the claims of the '469, '084, '099, Reissue '746, '489, '682, '961, '045, '175, and
5 '769 patents. The existing controversy is of sufficient immediacy and reality to warrant the
6 issuance of a declaratory judgment of non-infringement, as set forth further herein.

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

8 **COUNT I**

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

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

12 22. The BlackBerry Defendants and their customers have infringed the claims,
13 directly, indirectly, and/or via the doctrine of equivalents, including at least claim 1, of the '016
14 patent through, among other activities, the sale, the offering for sale, the making, the having
15 made, the use, the importation and the exportation of BlackBerry Enterprise Mobility Suite:
16 Unified Endpoint Management ("UEM").

17 23. Upon information and belief, the BlackBerry Defendants' UEM employs a method
18 comprising, responsive to a request for a set of applications available for installation on a mobile
19 device, accessing a user profile and a mobile device profile against an identifier associated with a
20 user. In particular, in describing UEM, the BlackBerry Defendants state: "If a required app is not
21 installed, your administrator may restrict or remove access to work data. Optional apps are apps
22 that your administrator recommends but you are not required to install them on your device."
23 BlackBerry UEM Client for iOS, User Guide at 5. The BlackBerry Defendants add: "1. In the
24 BlackBerry UEM Client app, tap Assigned work apps. 2. Tap the Required tab and install all
25 required apps. 3. Tap the All tab and install any optional apps that you want." *Id.* Thus, via a
26 UEM client, a user can request applications available for installation on a mobile device.

27 24. The BlackBerry Defendants further state: "You can change whether an app is
28 required or optional. The actions that occur when an app is set to required or optional depend on

1 the type of app, the device, and the activation type. 1. On the menu bar, click User and Devices.
2 2. If the app that you want to change is assigned to a user account, in the search results, click the
3 name of a user account. 3. If the app that you want to change is assigned to a group, in the left
4 pane, click Groups to expand the list of user groups and click the name of the group. 4. In the
5 Groups assigned and user assigned apps section, click the disposition for the app that you want to
6 change. 5. In the Disposition drop-down list for the app, select Optional or Required. 6. Click
7 Assign.” BlackBerry UEM, Managing apps (v. 12.11) at 22.

8 25. Thus, BlackBerry’s documentation reflects that for managing apps as part of the
9 UEM, an administrator can designate an app as required (or optional) based on: (A) a user
10 account or whether the user belongs to a particular group (i.e. based on a user profile); and/or (B)
11 the type of the user device (i.e. the mobile device profile), where the two profiles are associated
12 with a user identifier.

13 26. Upon information and belief, the BlackBerry Defendants’ UEM filters a catalog of
14 applications based on a set of policies applied to the user profile and mobile device profile to
15 select a set of applications. The BlackBerry Defendants state: “You can change whether an app
16 is required or optional. The actions that occur when an app is set to required or optional depend
17 on the type of app, the device, and the activation type. 7. On the menu bar, click User and
18 Devices. 8. If the app that you want to change is assigned to a user account, in the search results,
19 click the name of a user account. 9. If the app that you want to change is assigned to a group, in
20 the left pane, click Groups to expand the list of user groups and click the name of the group. 10.
21 In the Groups assigned and user assigned apps section, click the disposition for the app that you
22 want to change. 11. In the Disposition drop-down list for the app, select Optional or Required.
23 12. Click Assign.” BlackBerry UEM, Managing apps (v. 12.11) at 22.

24 27. Thus, for managing apps as part of the UEM, an administrator can designate an
25 app as required (or optional) based on: (A) a user account or whether the user belongs to a
26 particular group (i.e. based on a user profile), and/or (B) the type of the user device (i.e. the
27 mobile device profile). As such, a catalog of applications is filtered based on a set of policies
28 applied to the user profile and mobile device profile to select (i.e., designate) a set of applications

1 as required (or optional).

2 28. Upon information and belief, the BlackBerry Defendants' UEM returns the set of
3 applications in response to the request. The BlackBerry Defendants state: "If a required app is
4 not installed, your administrator may restrict or remove access to work data. Optional apps are
5 apps that your administrator recommends but you are not required to install them on your device.
6 Before you begin: Activate your device 1. In the BlackBerry UEM Client app, tap Assigned
7 work apps. 2. Tap the Required tab and install all required apps. 3. Tap the All tab and install
8 any optional apps that you want." BlackBerry UEM Client for iOS, User Guide at 5. Thus, for
9 example, in response to the user tapping the "Assigned work apps" and the "Required" tab, the
10 apps designated as required would be presented.

11 29. Upon information and belief, the Blackberry Defendants' UEM provides the
12 returned set of applications to a mobile device application management interface configured to
13 display the set of applications to the user via the application management interface and to provide
14 the ability for the user to select, via the application management interface, one or more of the
15 displayed applications for installation on the mobile device. The BlackBerry Defendants state:
16 "If a required app is not installed, your administrator may restrict or remove access to work data.
17 Optional apps are apps that your administrator recommends but you are not required to install
18 them on your device. Before you begin: Activate your device 1. In the BlackBerry UEM Client
19 app, tap Assigned work apps. 2. Tap the Required tab and install all required apps. 3. Tap the
20 All tab and install any optional apps that you want." BlackBerry UEM Client for iOS, User
21 Guide at 5. Thus, after the required (or optional) apps are presented, the user may select one or
22 more required and/or optional apps via an application management interface of the UEM client
23 for installation on the mobile device.

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

28 31. Upon information and belief, the BlackBerry QNX Car Platform incorporates

1 security features that include the BlackBerry Defendants' UEM, and also infringes at least claim
2 1 of the '016 patent.

3 32. The BlackBerry Defendants' infringement of the '016 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 '016 patent.

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

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

13 35. The BlackBerry Defendants' UEM is advertised as being scalable up to 25,000
14 devices per server and 150,000 devices per domain, and can be deployed either on premise or
15 within the Cloud. The Blackberry Defendants' UEM is not a staple article or a commodity of
16 commerce suitable for a non-infringing use of the '016 patent. The BlackBerry Defendants'
17 UEM is especially made for an infringing use of the '016 patent, and in combination with
18 BlackBerry Defendants' knowledge of the '016 patent and further knowledge that the BlackBerry
19 Defendants' customers infringe the '016 patent when they implement the UEM on their mobile
20 devices, the BlackBerry Defendants are contributory infringers of the '016 patent.

21 36. The BlackBerry Defendants have been and are aware that the normal and
22 customary use of the BlackBerry Defendants' UEM will infringe the '016 patent. The
23 BlackBerry Defendants, through the dissemination of technical and product literature, online
24 instruction, advertising, and customer support regarding the BlackBerry Defendants' UEM,
25 intentionally encourage their customers to infringe the '016 patent. The BlackBerry Defendants
26 therefore are liable for induced infringement of the '016 patent.

27 37. The Blackberry Defendants' infringement of the '016 patent has been and
28 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 '016 patent, and with full knowledge of MobileIron's rights in the '016 patent.

38. 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.

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

COUNT II

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

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

41. 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 '120 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' Intelligent Security ("IS") services and products.

42. Upon information and belief, the BlackBerry Defendants' IS provides a method that comprises receiving, at a management agent on a device from a remote enterprise server, one or more location and time policies that include policy information, wherein the one or more location and time policies are calculated by processing user and group information, wherein the device includes applications located inside an enterprise zone and applications located outside of the enterprise zone. The BlackBerry Defendants state in describing features of Intelligent Security (IS): "Adaptive Policy: Regional Bank Manager -- Anne enters a retail branch. Anne is the regional manager for a major retail bank. With BlackBerry Persona, when she enters a retail branch, her presence is detected based on her mobile device's geolocation. Her access to privileged apps appropriate for her role is automatically enabled upon her arrival. When she leaves, that access is disabled."¹

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

1 43. Thus, upon information and belief, to allow access to privileged apps when the
2 user enters a retail branch, an agent on the user device receives location and time policies from a
3 remote BlackBerry server. Moreover, upon information and belief the user device employing the
4 BlackBerry Defendants' IS calculates or evaluates the policy using user and group information
5 (that the user location is at the branch and that the user belongs to the group of managers). In
6 addition, upon information and belief, the user device employing the BlackBerry Defendants' IS
7 includes privileged apps, i.e., applications located inside an enterprise zone, and the user device
8 also includes apps that are generally installed on mobile devices such as a calculator, a notepad, a
9 music player, etc., i.e., applications located outside of the enterprise zone.

10 44. Upon information and belief, the BlackBerry Defendants' IS updates the policy
11 information in a bus with a current allowed state. Upon information and belief, the BlackBerry
12 Defendants' IS server updates the policies and transmits the updated policies to the user devices
13 from time-to-time.

14 45. Upon information and belief, the BlackBerry Defendants' IS receives location
15 information from the device, wherein the location information includes a new location that is not
16 an allowed location. The BlackBerry Defendants state: "When she leaves, that access [to the
17 privileged apps] is disabled."²

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

21 47. Upon information and belief, the BlackBerry Defendants' IS blocks, by the
22 management agent, a user of the device from using an application located in the enterprise zone
23 on the device based at least in part on the received location information, wherein the management
24 agent blocks the user of the all applications within the enterprise zone according to the one or
25 more policies. The BlackBerry Defendants further state: "When she leaves, that access [to the
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27 _____
28 ² <https://www.blackberry.com/us/en/products/blackberry-persona#industry-focus> (last visited
Apr. 22, 2020).

1 privileged apps] is disabled.”³

2 48. Thus, upon information and belief, the software module (management agent) on
3 the user device utilizing the BlackBerry Defendants’ IS blocks the user device from using the
4 privileged apps, i.e., one or more applications in the enterprise zone, and the decision to block is
5 based on, at least in part, the received location information. Upon information and belief, the
6 software module (management agent) blocks the use by the user of all of the privileged apps, i.e.,
7 all applications with the enterprise zone, as dictated by the received policies.

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

12 50. Upon information and belief, the BlackBerry QNX Car Platform incorporates
13 security features that include the BlackBerry Defendants’ IS, and also infringes at least claim 1 of
14 the ’120 patent.

15 51. The BlackBerry Defendants’ infringement of the ’120 patent has injured and will
16 continue to injure MobileIron unless and until this Court enters an injunction prohibiting further
17 infringement and, specifically, enjoining further use of methods and systems that come within the
18 scope of the ’120 patent.

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

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

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

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

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

13 **COUNT III**

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

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

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

21 58. Upon information and belief, the BlackBerry Defendants' UEM includes a
22 computer-implemented method, comprising receiving, from a control agent installed on a mobile
23 device, a list that includes one or more applications currently installed on the mobile device. The
24 BlackBerry Defendants in describing UEM state: "To help prevent users from installing specific
25 apps, you can create a list of restricted apps and use compliance profiles to enforce the
26 restrictions. For example, you might want to prevent users from installing malicious apps or apps
27 that require a lot of resources." BlackBerry UEM, Managing apps (v. 12.11) at 20. The
28 BlackBerry Defendants further state in reference to UEM: "For iOS and Android devices, you

1 can create a compliance profile to select apps from the restricted app list and set an enforcement
2 action such as prompting the user or deleting work data if one of these apps is installed.” *Id.*

3 59. Accordingly, upon information and belief, in order to determine that a restricted
4 app is installed, a software module (control agent) installed on a mobile device employing the
5 BlackBerry Defendants’ UEM receives a list of applications currently installed on the mobile
6 device.

7 60. Upon information and belief, the BlackBerry Defendants’ UEM detects, based at
8 least in part on the list, an installation of at least one new application on the mobile device. The
9 BlackBerry Defendants state in conjunction with UEM: “For iOS and Android devices, you can
10 create a compliance profile to select apps from the restricted app list and set an enforcement
11 action such as prompting the user or deleting work data if one of these apps is installed.”
12 BlackBerry UEM, Managing apps (v. 12.11) at 20. Thus, upon information and belief, using the
13 list of applications installed on the mobile device, the BlackBerry Defendants’ UEM determines
14 that a restricted app is newly installed on the mobile device.

15 61. Upon information and belief, the BlackBerry Defendants’ UEM determines, in
16 response to the detection of the installation of the new application, whether the new application is
17 authorized to be installed on the mobile device based at least in part on one or more policies that
18 indicate whether the new application is a recognized application. The BlackBerry Defendants
19 state: “For iOS and Android devices, you can create a compliance profile to select apps from the
20 restricted app list and set an enforcement action such as prompting the user or deleting work data
21 if one of these apps is installed.” BlackBerry UEM, Managing apps (v. 12.11) at 20. Thus, upon
22 information and belief, from the list of applications installed on the mobile device that employs
23 the BlackBerry Defendants’ UEM, it is determined whether a newly installed application is
24 authorized to be installed on the mobile device based on, at least in part, a compliance profile, i.e.,
25 one or more policies that indicate whether the new application is a recognized application, i.e.,
26 not a restricted application.

27 62. Upon information and belief, in the event that the installation of the new
28 application is determined to be not authorized, the BlackBerry Defendants’ UEM adjusts a state

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

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

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

26 65. Upon information and belief, the BlackBerry QNX Car Platform incorporates
27 security features that include the BlackBerry Defendants’ UEM, and also infringes at least claim
28 1 of the ’307 patent.

1 66. The BlackBerry Defendants' infringement of the '307 patent has injured and will
2 continue to injure MobileIron unless and until this Court enters an injunction prohibiting further
3 infringement and, specifically, enjoining further use of methods and systems that come within the
4 scope of the '307 patent.

5 67. Upon information and belief, the BlackBerry Defendants have had actual notice of,
6 and actual knowledge of, at least the '307 patent since at least February 26, 2020, when
7 MobileIron provided the BlackBerry Defendants with written notice of their infringement of the
8 patent.

9 68. The BlackBerry Defendants' UEM is advertised as being scalable up to 25,000
10 devices per server and 150,000 devices per domain, and can be deployed either on premise or
11 within the Cloud. The BlackBerry Defendants' UEM is not a staple article or a commodity of
12 commerce suitable for a non-infringing use of the '307 patent. The BlackBerry Defendants'
13 UEM is especially made for an infringing use of the '307 patent, and in combination with
14 BlackBerry Defendants' knowledge of the '307 patent and further knowledge that the BlackBerry
15 Defendants' customers infringe the '307 patent when they implement the UEM on their mobile
16 devices, the BlackBerry Defendants are contributory infringers of the '307 patent.

17 69. The BlackBerry Defendants have been and are aware that the normal and
18 customary use of the BlackBerry Defendants' UEM will infringe the '307 patent. The
19 BlackBerry Defendants, through the dissemination of technical and product literature, online
20 instruction, advertising, and customer support regarding the BlackBerry Defendants' UEM,
21 intentionally encourage the BlackBerry Defendants' customers to infringe the '307 patent. The
22 BlackBerry Defendants therefore are liable for induced infringement of the '307 patent.

23 70. The BlackBerry Defendants' infringement of the '307 patent has been and
24 continues to be willful and deliberate as the BlackBerry Defendants have acted in an objectively
25 reckless manner in view of the high likelihood that their acts constituted infringement of the '307
26 patent, and with full knowledge of MobileIron's rights in the '307 patent.

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

1 **COUNT IV**

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

3 72. MobileIron incorporates by reference the allegations set forth in paragraphs 1
4 through 71 of this Complaint as though set forth in full herein.

5 73. The BlackBerry Defendants and their customers have infringed the claims,
6 directly, indirectly, and/or via the doctrine of equivalents, including at least claim 18, of the '598
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 the BlackBerry Defendants' Blackberry
9 Enterprise BRIDGE ("Enterprise BRIDGE").

10 74. Upon information and belief, the BlackBerry Defendants' Enterprise BRIDGE
11 performs a method comprising receiving, from a device management server, an indication to
12 perform an action that requires access to a privileged user space of a physical device. According
13 to the BlackBerry Defendants, the BlackBerry Enterprise BRIDGE "is a Microsoft Intune app
14 that is enabled for BlackBerry Dynamics. It allows you to securely view, edit, and save
15 documents using Intune managed Microsoft apps, such as Microsoft Word, Microsoft
16 PowerPoint, Microsoft Excel, Microsoft Teams, Microsoft OneNote, and Yammer in BlackBerry
17 Dynamics on iOS and Android devices." BlackBerry Enterprise BRIDGE, Administration Guide
18 (v. 2.1) at 5.

19 75. Upon information and belief, the BlackBerry Defendants' Enterprise BRIDGE
20 uses a native device management service, wherein the native device management service is
21 configured to perform only predefined functions without access to the privileged user space.
22 Upon information and belief, a mobile platform employing Enterprise BRIDGE uses a native
23 device management service, wherein the native device management service is configured to
24 perform only predefined functions without access to the privileged user space.

25 76. Upon information and belief, the BlackBerry Defendants' Enterprise BRIDGE
26 uses a mobile device management (MDM) bridge service to perform the action, wherein the
27 MDM bridge service runs in a security context that enables the service to operate in the privileged
28 user space. The BlackBerry Defendants' Administration Guide for Enterprise BRIDGE provides

1 a data flow that “shows how to share documents that are received as email attachments in
2 BlackBerry Work or saved to the Local Docs folder or an Enterprise remote Docs location to
3 Intune managed apps on Android and iOS devices when the Enterprise BRIDGE app is install
4 led.” BlackBerry Enterprise BRIDGE, Administration Guide (v. 2.1) at 9. One example from the
5 BlackBerry Defendants’ Enterprise BRIDGE Administration Guide describes the following steps:

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

26 *Id.* at 10.

27 77. Thus, upon information and belief, the BlackBerry Enterprise BRIDGE app is a
28 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
data/files with and Intune managed app (e.g., Microsoft Word), i.e., runs in a security context that
enables the service to operate in the privileged user space.

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

79. Upon information and belief, the BlackBerry Defendants have had actual notice of,

1 and actual knowledge of, at least the '598 patent since at least February 26, 2020, when
2 MobileIron provided the BlackBerry Defendants with written notice of their infringement of the
3 patent.

4 80. The BlackBerry Defendants' Enterprise BRIDGE is advertised as being a
5 BlackBerry Dynamics-enabled and Microsoft® Intune-protected app that provides a secure
6 bridge between BlackBerry Dynamics apps such as BlackBerry Work and Intune-managed
7 mobile apps such as Microsoft Office. The BlackBerry Defendants' Enterprise BRIDGE is not a
8 staple article or a commodity of commerce suitable for a non-infringing use of the '598 patent.
9 The BlackBerry Defendants' Enterprise BRIDGE is especially made for an infringing use of the
10 '598 patent, and in combination with BlackBerry Defendants' knowledge of the '598 patent and
11 further knowledge that the BlackBerry Defendants' customers infringe the '598 patent when they
12 implement the Enterprise BRIDGE on their mobile devices, the BlackBerry Defendants are
13 contributory infringers of the '598 patent.

14 81. The BlackBerry Defendants have been and are aware that the normal and
15 customary use of the BlackBerry Defendants' Enterprise BRIDGE will infringe the '598 patent.
16 The BlackBerry Defendants, through the dissemination of technical and product literature, online
17 instruction, advertising, and customer support regarding the BlackBerry Defendants' Enterprise
18 BRIDGE, intentionally encourage the BlackBerry Defendants' customers to infringe the '598
19 patent. The BlackBerry Defendants therefore are liable for induced infringement of the '598
20 patent.

21 82. The BlackBerry Defendants' infringement of the '598 patent has been and
22 continues to be willful and deliberate as the BlackBerry Defendants have acted in an objectively
23 reckless manner in view of the high likelihood that their acts constituted infringement of the '598
24 patent, and with full knowledge of MobileIron's rights in the '598 patent.

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

1 COUNT V

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

4 84. MobileIron incorporates by reference the allegations set forth in paragraphs 1
5 through 83 of this Complaint as though set forth in full herein.

6 85. This is a claim for declaratory judgment of non-infringement of any claims of the
7 '961, '489, '682, and '099 patents.

8 86. A true and accurate copy of the '961 patent is attached to this Complaint as Exhibit
9 G. A true and accurate copy of the '489 patent is attached to this Complaint as Exhibit H. A true
10 and accurate copy of the '682 patent is attached to this Complaint as Exhibit I. A true and
11 accurate copy of the '099 patent is attached to this Complaint as Exhibit J.

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

14 88. The manufacture, importation, use, sale, or offer for sale of any of MobileIron
15 products or services in the United States does not directly infringe, contributorily infringe, or
16 induce infringement of any claims of the '961, '489, '682, and '099 patents, either literally or
17 under the doctrine of equivalents.

18 89. Absent a declaration of non-infringement, the BlackBerry Defendants will
19 continue to wrongfully assert the '961, '489, '682, and '099 patents against MobileIron and
20 others, including MobileIron's customers, in violation of the laws and contrary to the public
21 policy of the United States, and will thereby continue to cause MobileIron irreparable injury and
22 damage.

23 90. A judicial determination on the disputes recited herein is necessary and appropriate
24 at this time so that the parties may ascertain their respective rights and obligations with respect to
25 the '961, '489, '682, and '099 patents and any past, present or future manufacture, use,
26 importation, distribution, sale, or offer for sale of MobileIron products or services.

1 **COUNT VI**

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

3 91. MobileIron incorporates by reference the allegations set forth in paragraphs 1
4 through 90 of this Complaint as though set forth in full herein.

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

8 93. A true and accurate copy of the '469 patent is attached to this Complaint as Exhibit
9 K.

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

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

19 96. There is a substantial controversy between MobileIron and the BlackBerry
20 Defendants with respect to the '469 patent sufficient to warrant the issuance of a declaratory
21 judgment. A judicial determination on the disputes recited herein is necessary and appropriate at
22 this time so that the parties may ascertain their respective rights and obligations with respect to
23 the '469 patent and any past, present or future manufacture, use, importation, distribution, sale, or
24 offer for sale of MobileIron products or services.

25 **COUNT VII**

26 **(Declaratory Judgment of Patent Misuse)**

27 97. MobileIron incorporates by reference the allegations set forth in paragraphs 1
28 through 96 of this Complaint as though set forth in full herein.

1 98. While the BlackBerry Defendants in their correspondence dated August 26, 2019
2 specifically accused MobileIron of infringing each of the '469, '084, '099, Reissue '746, '489,
3 '682, '961, '045, '175, and '769 patents, they did not provide any details with that
4 correspondence as to why they contended each of said patents is infringed by any MobileIron
5 products or services. The letter dated August 26, 2019 also touted the size and breadth of
6 BlackBerry's patent portfolio, and noted that the "patents identified in this letter are merely
7 illustrative examples" of patents relevant to MobileIron's business and did not represent the
8 totality of BlackBerry's portfolio.

9 99. The '469 patent has been surrendered pursuant to 35 U.S.C. § 252, and is not
10 enforceable as a matter of law. BlackBerry has not asserted, in communications not shielded by
11 confidentiality, that it will not assert the '469 patent.

12 100. MobileIron responded to BlackBerry's letter dated August 26, 2019 in a letter
13 dated February 26, 2020, attached hereto as Exhibit M. Notably, BlackBerry did not file suit
14 against MobileIron during the nearly six-month period between BlackBerry's original letter, and
15 MobileIron's written response to its initial allegations. MobileIron responded to BlackBerry's
16 allegations in its August 26, 2019 letter, and asserted that certain BlackBerry products infringe
17 claims of five of MobileIron's patents.⁴

18 101. Scarcely ten days after MobileIron had responded to the BlackBerry Defendants'
19 letter dated August 26, 2019, the BlackBerry Defendants responded, sending a letter dated March
20 9, 2020 (Exhibit F). In that letter, the BlackBerry Defendants reiterated their previous
21 contentions and identified 32 additional patents that MobileIron purportedly infringes. Similar to
22 their August 26, 2019 letter, the BlackBerry Defendants did not provide any details in or with the
23 March 9, 2020 letter as to why they contended each of said patents is infringed by any MobileIron
24 products or services. Further, with respect to the 32 newly identified patents, the BlackBerry
25 Defendants did not even identify in its correspondence any specific MobileIron products or

26 _____
27 ⁴ In Exhibit M, U.S. Patent No. 8,359,016 was incorrectly identified as U.S. Patent No.
28 8,519,016. The '016 patent, however, was correctly identified by title, and as a patent that
MobileIron had previously asserted against Good Technology Corporation in litigation. Good
Technology Corporation was acquired by the BlackBerry Defendants in 2015.

1 services that allegedly infringed any claim of the 32 patents. BlackBerry reiterated that these
2 patents, too, were merely illustrative of relevant patents in its portfolio, and were not intended to
3 convey the full scope of BlackBerry's portfolio.

4 102. The BlackBerry Defendants' allegations in their correspondence dated August 26,
5 2019 that one or more of the patents identified in said correspondence are infringed by
6 MobileIron's products and services is objectively baseless, as the BlackBerry Defendants have no
7 reasonable expectation that any such infringement of one or more patents identified in its letters
8 has occurred. In fact, at least one patent has been statutorily surrendered and cannot be enforced
9 as a matter of law. For other patents, the BlackBerry Defendants lack any basis whatsoever for
10 their infringement accusations, as the BlackBerry Defendants know that no MobileIron product or
11 service performs every limitation of any claim of those patents. These assertions are simply part
12 of an effort by Blackberry to create a threat to MobileIron that it will engage in a massive and
13 meritless series of patent infringement assertions to try to extort licensing fees from MobileIron.

14 103. The BlackBerry Defendants' allegations in their correspondence dated March 9,
15 2020 (Exhibit F) that one or more of the patents identified are infringed by MobileIron's products
16 and services are objectively baseless, as the BlackBerry Defendants have no reasonable
17 expectation that any such infringement has occurred and instead are just a laundry list of patents
18 to create an apprehension by MobileIron in order for Blackberry to seek extortionate licensing
19 fees.

20 104. The BlackBerry Defendants in their August 26, 2019 and March 9, 2020
21 correspondence indiscriminately reference and assert their entire patent portfolio, directed to old
22 and inapplicable security technology, based on allegations of infringement directed to a few
23 broadly written claims against a broad range of potential but unidentified products without
24 actually assessing whether such products actually infringe.

25 105. Upon information and belief, the BlackBerry Defendants—including through the
26 assertion of objectively baseless allegations of infringement of each of the patents referenced in
27 their August 26, 2019 and March 9, 2020 correspondence—intend to leverage the cost to
28 MobileIron and other parties to respond to numerous meritless claims of infringement in order to

1 raise prices and costs to parties engaged in the UEM, security, and mobile device services
2 markets, resulting in harm to competition.

3 106. The effect of the BlackBerry Defendants' actions in alleging infringement by
4 MobileIron of each of the patents referenced in the BlackBerry Defendants' August 26, 2019 and
5 March 9, 2020 correspondence is to impermissibly broaden, with anticompetitive effects, the
6 physical and temporal scope of each of the patents referenced in the August 26, 2019 and March
7 9, 2020, including (but not limited to) the '469 patent, including by raising prices through the
8 imposition of unfair royalties and license demands, and by forcing parties like MobileIron, who
9 refuse to take a license on the terms offered by the BlackBerry Defendants, to expend money to
10 investigate and defend against spurious and baseless claims of infringement.

11 107. Upon information and belief, the BlackBerry Defendants use the size of their
12 patent portfolio, and the concomitant disadvantageous cost to any licensee target like MobileIron
13 to evaluate the actual merits of BlackBerry's allegations arising from such portfolio, to illegally
14 and improperly force the licensee targets to accept a patent license to all of the patents in the
15 BlackBerry Defendants' patent portfolio, including the legally unenforceable '469 patent, rather
16 than expending substantial time and money investigating and responding to all of BlackBerry's
17 meritless assertions. In doing so, the BlackBerry Defendants have improperly expanded the
18 physical and temporal scope of one or more of the patents in the BlackBerry Defendants'
19 portfolio, including (but not limited to) the legally unenforceable '469 patent.

20 108. MobileIron has been harmed by the BlackBerry Defendants' illegal and improper
21 attempt to expand the physical and temporal scope of the patents referenced in the August 26,
22 2019 and March 9, 2020 correspondence from the BlackBerry Defendants to MobileIron and, as a
23 result, has incurred substantial business and other costs.

24 **COUNT VIII**

25 **(Attempted Civil Extortion)**

26 109. MobileIron incorporates by reference the allegations set forth in paragraphs 1
27 through 108 of this Complaint as though set forth in full herein.

28 110. The Blackberry Defendants are liable for attempted civil extortion. The

1 Blackberry Defendants have threatened and continue to threaten to block MobileIron's lawful
2 business operations through its abusive licensing letters and meritless accusations of
3 infringement.

4 111. The BlackBerry Defendants, in public filings, acknowledge the significant role
5 that patent licensing currently plays, and has played in the past, for its business. For example, in
6 BlackBerry Ltd.'s most recent annual report, it states, "The patent portfolio continues to provide a
7 competitive advantage in the Company's core product areas as well as providing leverage in the
8 development of future technologies and licensing programs in both core and adjacent vertical
9 markets." See Form 10-K of Blackberry, Ltd. for the Fiscal Year Ended February 29, 2020, at 7.⁵
10 BlackBerry Ltd. further acknowledges that it "is also monetizing its patent portfolio through
11 outbound patent licensing," and that changes in patent law, or in its ability to discovery
12 infringement, can cause a decline in its licensing revenue. *Id.* at 16. A decline in BlackBerry
13 Ltd.'s patent licensing revenue would, in turn, cause a decline in overall revenue. At the same
14 time, BlackBerry Ltd.'s public statements recognize that litigation "could result in substantial
15 costs and diversion of management resources, either of which could harm the Company's
16 business, financial condition and results of operations, and there is no assurance that the
17 Company will be successful." *Id.* Therefore, the BlackBerry Defendants have every incentive to
18 threaten baseless allegations of patent infringement, such as those that the BlackBerry Defendants
19 have levelled at MobileIron, in an attempt to extract licenses on the cheap.

20 112. For example, since February 4, 2014, the BlackBerry Defendants have had no
21 lawful right to assert alleged infringement of the surrendered '469 patent, yet they threatened
22 MobileIron and insisted that MobileIron take a license to the '469 patent along with a large
23 number of other patents. Furthermore, the Blackberry Defendants have no objectively or
24 subjectively reasonable basis for asserting that MobileIron infringes any claims of the '961, '489,
25 '682, and '099 patents.

26 113. MobileIron has an objectively reasonable fear of the Blackberry Defendants

27
28 ⁵ <https://www.blackberry.com/content/dam/blackberry-com/Documents/pdf/financial-reports/2020/q4y2020/BlackBerry-Annual-Report%2010-K%20.pdf> (last visited June 28, 2020).

1 asserting infringement against MobileIron, and continuing to assert additional patents against
2 MobileIron, at least based on their correspondence dated August 26, 2019 and March 9, 2020.

3 114. The BlackBerry Defendants are primarily engaged in the business of selling,
4 licensing and leasing goods and services, including patents and patented technology related to
5 unified endpoint mobility and enterprise mobility management for mobile devices.

6 115. The BlackBerry Defendants' correspondence dated August 26, 2019 and March 9,
7 2020, was directed to MobileIron, a business competitor of the Blackberry Defendants, and
8 constitutes a representation of fact about how MobileIron's business, goods and services allegedly
9 infringe the BlackBerry Defendants' patents. The BlackBerry Defendants' August 26, 2019 and
10 March 9, 2020 correspondence was made for the purpose of obtaining approval for, promoting, or
11 securing sales or leases of, or commercial transactions in, the BlackBerry Defendants goods or
12 services, including, in particular, a license to the BlackBerry Defendants' patent portfolio.

13 116. The BlackBerry Defendants viewed MobileIron, the intended audience of the
14 BlackBerry Defendants' August 26, 2019 and March 9, 2020 correspondence, as an actual or
15 potential buyer or customer. In particular, the BlackBerry Defendants approached MobileIron as
16 a potential licensee of the BlackBerry Defendants' patent portfolio.

17 117. The Blackberry Defendants have at all times known that their demands for money
18 from MobileIron for alleged infringement of numerous patents are both objectively and
19 subjectively baseless, but Defendants have continued their acts of attempted extortion unabated.
20 These acts began in 2019 with the Blackberry Defendants' letter, identifying ten patents allegedly
21 infringed by MobileIron, and then, shortly after MobileIron responded to BlackBerry's letter, the
22 acts continued into 2020 as the Blackberry Defendants added 32 patents to their initial threat,
23 thereby maintaining a cloud of false claims of "infringement" over MobileIron. In both of its
24 communications, the BlackBerry Defendants tout the that the patents "are merely illustrative
25 examples" of the BlackBerry portfolio and "are not intended to convey the totality of the relevant
26 patents in BlackBerry's portfolio." The lack of merit in BlackBerry's assertions is evident on its
27 face, as Blackberry did not provide even one claim chart as an attachment to either of its patent
28 "notices," which would have allowed MobileIron to share BlackBerry's contentions with

1 company personnel and experts, and to thereby evaluate the merits of such claims. The
2 Blackberry Defendants could at any time cease their unlawful and fraudulent activities and allow
3 MobileIron to proceed unmolested. Instead, the Blackberry Defendants have continued to hold
4 MobileIron captive with baseless assertions of infringement in the hopes that MobileIron will take
5 an exorbitant and unjustified license to the Blackberry Defendant's patents.

6 118. 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.

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

12 120. 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)**

17 121. MobileIron incorporates by reference the allegations set forth in paragraphs 1
18 through 120 of this Complaint as though set forth in full herein.

19 122. 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.

22 123. 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.

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

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

COUNT X

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

126. MobileIron incorporates by reference the allegations set forth in paragraphs 1 through 125 of this Complaint as though set forth in full herein.

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

128. In so doing, the BlackBerry Defendants have prevented MobileIron from operating its business without fear of additional allegations that MobileIron infringes the BlackBerry Defendants' patents. Additionally, MobileIron has expended significant amounts of money to investigate and address the BlackBerry Defendants' unfair and unlawful accusations of infringement. The BlackBerry Defendants' conduct has thus damaged MobileIron as set forth herein.

129. The BlackBerry Defendants, by their actions, have irreparably injured MobileIron.

1 Such irreparable injury will continue unless the BlackBerry Defendants are preliminarily and
2 permanently enjoined by this Court from further violation of MobileIron's rights, for which
3 MobileIron has no adequate remedy at law.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for the following:

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

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

26 2. Entry of preliminary and permanent injunctions enjoining the BlackBerry
27 Defendants, their officers, agents, servants, employees, licensees and attorneys and those persons
28 in active concert or participation with them and all others in privity therewith from: (a) initiating

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

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

15 4. An award of punitive damages; and

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

17 **JURY DEMAND**

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

19
20 Dated: June 29, 2020

Respectfully submitted,

21 By: /s/ I. Neel Chatterjee

22 I. Neel Chatterjee

23 Rachel M. Walsh

24 Monte M.F. Cooper

25 Andrew S. Ong

26 Daniel R. Mello Jr.

27 GOODWIN PROCTER LLP

28 Attorneys for Plaintiff
MOBILEIRON, INC.

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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States District Court for the Northern District of California by using the CM/ECF system on June 29, 2020. I further certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct. Executed on June 29, 2020, in Redwood City, California.

/s/ I. Neel Chatterjee
I. Neel Chatterjee