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13 MOBILEIRON, INC.

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

17 MOBILEIRON, INC., a Delaware corporation,

18 Plaintiffs,

19 v.

20 BLACKBERRY CORPORATION, a Delaware  
21 corporation, BLACKBERRY LTD., a  
Canadian company, and DOES 1-50,

22 Defendants.  
23  
24  
25  
26  
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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.



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."<sup>1</sup>

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

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

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

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

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

47. Upon information and belief, the BlackBerry Defendants' IS blocks, by the management agent, a user of the device from using an application located in the enterprise zone on the device based at least in part on the received location information, wherein the management agent blocks the user of the all applications within the enterprise zone according to the one or more policies. The BlackBerry Defendants further state: "When she leaves, that access [to the

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

1 privileged apps] is disabled.”<sup>3</sup>

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

53. 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.

54. 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.

55. 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)**

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

57. 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.

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

**COUNT IV**

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

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

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

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

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

76. Upon information and belief, the BlackBerry Defendants' Enterprise BRIDGE uses a mobile device management (MDM) bridge service to perform the action, wherein the MDM bridge service runs in a security context that enables the service to operate in the privileged 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.

**COUNT V**

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

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

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

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

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

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

89. Absent a declaration of non-infringement, the BlackBerry Defendants will continue to wrongfully assert the '961, '489, '682, and '099 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.

90. 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 '961, '489, '682, and '099 patents and any past, present or future manufacture, use, importation, distribution, sale, or offer for sale of MobileIron products or services.

**COUNT VI**

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

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

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

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

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

95. Absent a declaration that the '469 patent is surrendered, the BlackBerry Defendants will continue to wrongfully assert the '469 patent 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.

96. There is a substantial controversy between MobileIron and the BlackBerry Defendants with respect to the '469 patent sufficient to warrant the issuance of a declaratory judgment. 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 '469 patent and any past, present or future manufacture, use, importation, distribution, sale, or offer for sale of MobileIron products or services.

**COUNT VII**

**(Declaratory Judgment of Patent Misuse)**

97. MobileIron incorporates by reference the allegations set forth in paragraphs 1 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.<sup>4</sup>

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 <sup>4</sup> 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.<sup>5</sup>  
 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 <sup>5</sup> <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

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

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

4. An award of punitive damages; and

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

### **JURY DEMAND**

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

Dated: June 29, 2020

Respectfully submitted,

By: /s/ I. Neel Chatterjee

I. Neel Chatterjee

Rachel M. Walsh

Monte M.F. Cooper

Andrew S. Ong

Daniel R. Mello Jr.

GOODWIN PROCTER LLP

Attorneys for Plaintiff  
MOBILEIRON, INC.

**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