

Lori Hightower
Deputy

Case No. 25-0237

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| KONINKLIJKE KPN N.V., | § | IN THE DISTRICT COURT |
| | § | |
| Plaintiff, | § | |
| | § | |
| v. | § | OF HARRISON COUNTY, TEXAS |
| | § | |
| SAMSUNG ELECTRONICS CO., LTD. | § | |
| | § | |
| Defendant. | § | 71st JUDICIAL DISTRICT |

PLAINTIFF’S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

Plaintiff Koninklijke KPN N.V. (“KPN” or “Plaintiff”) files this Original Petition and Request for Disclosure against Defendant Samsung Electronics Co., Ltd. (“Samsung” or “Defendant”) to request relief for Samsung’s most recent breaches of a settlement agreement that the parties entered into in 2016 to resolve patent infringement lawsuits filed by KPN against Samsung (“2016 Settlement Agreement”).

Early last year, a jury determined that Samsung already had breached the 2016 Settlement Agreement and awarded KPN nearly \$287 million in contractual damages. This Court entered judgment in accordance with the jury’s verdict—awarding KPN more than \$342 million, plus accruing interest.

Since then, Samsung has made numerous attempts to nullify that judgment. None were successful. Samsung then pivoted to a new strategy: In a clear attempt to make it more difficult and expensive for KPN to enforce its judgment than to abandon its judgment, Samsung subsequently instituted eight new proceedings against KPN, including six *inter partes* review petitions challenging KPN’s patents (the “IPR Petitions”). Samsung’s counsel in this matter previously has been chastised for doing exactly what it is doing here: filing wave after wave of

patent challenges as part of a plan “to make the litigation as painful as possible” to try to force the other party to abandon its claims—an approach one federal court sitting in California described as “sharp practice that falls far short of model professional conduct.” *Vasudevan Software, Inc. v. Microstrategy, Inc.*, 2013 WL 12174179, at *3 (N.D. Cal. Mar. 11, 2013).

Samsung’s filing of its six IPR Petitions not only constitutes sharp practice that falls far short of model professional conduct, but each IPR Petition is a clear breach of the 2016 Settlement Agreement. In exchange for the rights and waivers Samsung obtained from KPN, Samsung agreed to withdraw its then-pending IPR petitions against certain KPN patents and further agreed “*not to file any additional reexamination requests against the KPN Patents covered under this Agreement during the Term of the Agreement.*” The “Term of the Agreement” extends until February 17, 2032. And article 4.1 states explicitly that the additional “reexamination requests” prohibited under this contractual provision includes “inter partes ... requests.”

In attempting to make the litigation as expensive and painful as possible, Samsung intentionally—and plainly—breached its express contractual obligation set forth in Article 4.1 of the 2016 Settlement Agreement. KPN files this Petition to seek relief for Samsung’s breach of the parties’ written agreement.

INTRODUCTION

1. KPN is a 150-year-old company that provides telecommunication services to millions of consumers in the Netherlands. KPN has devoted billions of dollars to research and development activities designed to improve its telecommunication services. To help fund these efforts, KPN relies on licensing revenue from its robust intellectual property portfolio. KPN’s portfolio includes approximately 1,750 KPN patents, many of which are declared essential to 3G, 4G, and 5G wireless standards.

2. To support its research efforts, KPN licenses its patents directly, as well as through patent pools, and has provided licenses to many of the world's leading technology companies, including Microsoft, LG, Lenovo, BlackBerry, Nokia, Ericsson, Dell, Oracle, Xiaomi, Acer, HTC, Huawei, Cisco, HP, ZTE, Fujitsu, ASUSTek, TCL, Motorola, Oracle, Panasonic, and Sony.

3. Samsung also has licensed KPN's patents at various points, including in its 2016 Settlement Agreement with KPN.

4. Specifically, in or around 2015, KPN filed multiple lawsuits against Samsung in the United States, as well as in Germany and China, to attempt to resolve Samsung's willful infringement of several of KPN's patented inventions. Each of KPN's United States lawsuits was filed before the United States District Court for the Eastern District of Texas, Marshall Division, which is located in Harrison County, Texas.

5. In 2016, just weeks before facing a federal jury trial, Samsung agreed to settle KPN's infringement claims for a combination of an upfront payment and a promise of future compensation in the form of patent pool licensing revenue. The parties' respective obligations were detailed in their 2016 Settlement Agreement.

6. KPN has complied with each and every one of its obligations under that agreement; unfortunately, Samsung has not reciprocated.

7. In 2021, Samsung first breached the 2016 Settlement Agreement by taking a license to a contractually defined "Patent Pool" that triggered certain payment obligations under Article 2.3.1 of the 2016 Settlement Agreement. Rather than pay KPN as required, Samsung hid the fact that it had entered into a Patent Pool agreement and did not pay KPN a single cent.

8. In fact, when KPN subsequently learned that Samsung's payment obligation had been triggered, it reached out to Samsung to give it an opportunity to remedy its breach. Samsung

refused. Accordingly, KPN filed suit against it. That lawsuit proceeded before this Court under Case No. 22-0762 (the “First Breach Lawsuit”).

9. After a four-day trial, a Harrison County jury found that Samsung had breached Article 2.3.1 of the 2016 Settlement Agreement by doing exactly what KPN had alleged: taking a license to a Patent Pool without paying KPN the agreed “KPN share.” And the jury’s verdict demonstrated the magnitude of Samsung’s actions.

10. The jury awarded KPN \$287 million in contractual damages, i.e., the “KPN share,” calculated by applying the minimum per unit contractual rate KPN was entitled to receive (per the terms of the relevant Patent Pool agreements) to the billions of Samsung products sold during the relevant timeframe.

11. Since the verdict, Samsung has embarked on a nationwide campaign to force KPN to abandon its judgment by making the litigation as expensive and painful as possible.

12. For example, one business day after the verdict was rendered, Samsung removed the breach of contract case to federal court—arguing that it had realized for the first time at trial that KPN actually was asserting a claim for patent infringement that implicated federal jurisdiction. The federal court swiftly rejected Samsung’s ploy, explaining that Samsung had “no credible argument that the breach of contract claim necessarily raises a patent law issue.” *Koninklijke KPN N.V. v. Samsung Elecs. Co.*, No. 2:24-CV-0135-JRG-RSP, 2024 WL 2019739, at *3 (E.D. Tex. Apr. 4, 2024), *report and recommendation adopted*, 2024 WL 2019726 (Apr. 24, 2024).

13. Back in state court, this Court entered judgment on the verdict, awarding KPN more than \$342 million plus accruing interest. *See* Final Judgment, *Koninklijke KPN N.V. v. Samsung Elecs. Co.*, No. 22-0762 (71st Dist. Ct. Harrison Cty. Tex., May 2, 2024).

14. Samsung then tried to persuade this Court that the verdict should be overturned, including because—per Samsung—“KPN is attempting to recover royalties for infringement.” Mot. for JNOV, at 38, *Koninklijke KPN N.V. v. Samsung Elecs. Co.*, No. 22-0762 (71st Dist. Ct. Harrison Cty. Tex., June 3, 2024). This Court likewise rejected that argument.

15. Samsung then pivoted to its latest tactic: “to make the litigation as painful as possible.” Samsung filed two lawsuits in the United States District Court for the District of Delaware—one on December 31, 2024, and one on January 1, 2025. In addition to suing KPN, Samsung’s Delaware lawsuits bring in a third party (Nederlandse Organisatie Voor Toegepast Natuurwetenschappelijk Onderzoek TNO) that was not involved in the contractual dispute between KPN and Samsung.

16. Over the span of a few days, Samsung also filed—and directed its subsidiary Samsung Electronics America, Inc. to join it in filing—six *inter partes* review proceedings before the United States Patent Trial and Appeal Board (“PTAB”), the administrative tribunal of the United States Patent and Trademark Office (“USPTO”). In its IPR Petitions, Samsung requests reexamination of six KPN patents.

17. Notably, these proceedings have zero bearing on the existing judgment against Samsung. Their true purpose is clear: The now-challenged KPN patents are currently licensed to dozens of companies and result in millions of dollars in annual licensing revenue that KPN uses to support its extensive research and development efforts to improve its business and advance telecommunications technology. Samsung is attacking them in the hopes of making it so difficult and so expensive for KPN to enforce its judgment that KPN will stop trying to do so—or at least settle more cheaply.

18. Indeed, Samsung’s counsel in the eight new matters previously has been chastised for doing exactly what it is doing here: filing wave after wave of patent challenges (including against a third party uninvolved in the underlying litigation) as part of a plan “to make the litigation as painful as possible” to try to force the other party to abandon its claims—an approach the court described as a “sharp practice that falls far short of model professional conduct.” *Vasudevan Software*, 2013 WL 12174179, at *3 (noting that counsel had gone so far as to attack patents of other clients of the patentholder’s attorney).

19. To be clear, however, Samsung’s retaliatory IPR Petitions are more than sharp practice. Each one plainly (and independently) violates the express terms of the 2016 Settlement Agreement, in which Samsung agreed in Article 4.1 “not to file any additional reexamination requests against the KPN Patents covered under this Agreement during the Term of the Agreement[.]” Critically, as defined in the 2016 Settlement Agreement, “reexamination requests” include “inter partes ... requests,” and the “Term of the Agreement” extends until “the last to expire of all KPN Licensed Patents,” which will not occur here until February 17, 2032.

20. Given the clear terms of the 2016 Settlement Agreement, Samsung’s filing, and participation in filing, each of the six 2025 IPR Petitions operates as an independent breach of its express promise to KPN in Article 4.1 of the 2016 Settlement Agreement. KPN this files this Petition to seek appropriate monetary and declaratory relief for each breach.

DISCOVERY CONTROL PLAN

21. This case should be governed by Discovery Control Plan Level 3.

PARTIES

22. Plaintiff KPN is a foreign corporation with its principal place of business at Wilhelminakade 123, 3072 AP Rotterdam, The Netherlands.

23. Defendant Samsung is a Korean corporation with its principal place of business at 129 Samsung-ro, Maetan-3dong, Yeongtong-gu Suwon-si, Gyeonggi-do 16677, Republic of Korea. Samsung may be served with process pursuant to paragraph 9.1 of the 2016 Settlement Agreement, and/or by serving in accordance with the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in accordance with Tex. R. Civ. P. 108a.

JURISDICTION AND VENUE

24. This Court has subject matter jurisdiction over the lawsuit because the amount in controversy exceeds the Court's minimum jurisdictional requirement. KPN is seeking monetary relief in excess of \$1,000,000. Tex. R. Civ. P. 47(c)(4).

25. This Court also has personal jurisdiction over Samsung.

26. Personal jurisdiction is proper under Texas Civil Practice and Remedies Code § 17.042 because, among other things:

a. Samsung, both directly and indirectly through subsidiaries such as its wholly owned subsidiary and United States agent Samsung Electronics America, Inc. ("Samsung America"), conducts substantial business in the state of Texas and Harrison County, including by selling cellular devices;

b. The 2016 Settlement Agreement with Samsung that forms the basis of this lawsuit was performed by KPN in Marshall, Texas, when KPN dismissed its three then-pending lawsuits against Samsung in Marshall, Texas;

c. The 2016 Settlement Agreement was preceded by in-person negotiations and years of litigation with Samsung in Texas;

d. Samsung filed its IPR Petitions against KPN's patents as part of a larger scheme to try to gain leverage over KPN and force KPN to abandon (in whole or in part) its \$342 million judgment against Samsung, which was rendered by this Court;

e. Samsung has availed itself of the judicial system in Harrison County and Marshall, Texas, including when (a) Samsung sought leave to assert a counterclaim for breach of the 2016 Settlement Agreement against KPN in Harrison County; and (b) Samsung removed KPN's First Breach Lawsuit to the Marshall Division of the United States Court for the Eastern District of Texas immediately after the jury rendered its \$287 million verdict; and

f. Samsung expressly consented to be sued for breach of the 2016 Settlement Agreement in "the U.S. courts," without further exception or caveat.

27. Venue is proper in Harrison County under Texas Civil Practice & Remedies Code § 15.002(a)(1) because a substantial part of the events or omissions giving rise to the claim occurred in Harrison County.

FACTS

28. This is an action for breach of contract and declaratory relief arising under state law.

29. The 2016 Settlement Agreement that is the subject of this lawsuit was entered into between KPN and Samsung to settle patent infringement lawsuits that were then-pending in Marshall, Texas, captioned *Koninklijke KPN N.V., v. Samsung Electronics Co., Ltd., et al.*, Civil Action Nos. 2:14-cv-1165, 2:15-cv-948, and 2:16-cv-908 (E.D. Tex.).

30. No portion of this breach of contract lawsuit requires, involves, or depends upon the interpretation of U.S. patents or federal patent law.

I. Samsung Promised Not to File "Any Additional Reexamination Requests" Against "KPN Patents."

31. In 2016, to end lawsuits that had been pending between them, KPN and Samsung executed the 2016 Settlement Agreement.

32. In Article 4.1 of the 2016 Settlement Agreement, Samsung agreed to withdraw its then-pending IPR petitions against certain KPN patents.

33. Samsung also agreed in Article 4.1 “not to file any additional reexamination requests against the KPN Patents covered under this Agreement during the Term of the Agreement, provided that KPN does not breach its covenants set forth in articles 2.3 and 2.5 of this Agreement.” Article 4.1 expressly states that the “reexamination requests” it prohibits include “inter partes ... requests.”

34. Article 4.1 is enforceable. As the Federal Circuit has held, “[a]s a general principle, this court has recognized that parties are entitled to bargain away their rights to file IPR petitions, including through the use of forum selection clauses,” and thus has ordered at least one district court to enjoin a breaching party from “proceeding with its IPR petitions and” require it withdraw them post-institution. *Nippon Shinyaku Co., Ltd. v. Sarepta Therapeutics, Inc.*, 25 F.4th 998, 1003, 1007 (Fed. Cir. 2022) (discussing other cases).

35. “KPN Patents” is defined in the 2016 Settlement Agreement as both “KPN Licensed Patents” and “KPN Non-Asserted Patents” and effectively includes all or nearly all of KPN’s entire patent portfolio, with the exception of a limited number of “Test Equipment Patents” listed in Annex 2 of the 2016 Settlement Agreement.

36. Pursuant to the express terms of 2016 Settlement Agreement, the “Term of the Agreement” ends “on the later of December 31, 2024, or the last to expire of all KPN Licensed Patents[.]”

37. United States Patent No. 8,886,772 is a “KPN Licensed Patent[.]” and does not expire until February 17, 2032.

38. Accordingly, the “Term of the [2016 Settlement] Agreement” has yet to expire such that Samsung’s commensurate obligation “not to file any additional reexamination requests against the KPN Patents” remained in effect at the time it filed and caused to be filed, each of the six IPR proceedings.

II. KPN Kept Its Promises Not to “Initiate any Proceedings” against Samsung and Its Affiliates “for Infringement” of the KPN Patents.

39. KPN promised in Article 2.3 to not “initiate any proceedings against Samsung and its Affiliated Companies and their Have Made Producers, Distributors and End Users ... for infringement of the KPN Non-Asserted Patents.” KPN also promised in Article 2.5 not to “initiate any proceedings ... for infringement of any KPN Patents as a result of the manufacture or sale by suppliers of Samsung and/or its Affiliated Companies[.]”

40. KPN has complied with its contractual obligations.

41. Notwithstanding Samsung’s arguments to the contrary, both this Court and the United States District Court for the Eastern District of Texas have concluded that KPN’s prior suit, seeking relief for Samsung’s breach of the payment obligations contained in the 2016 Settlement Agreement, was not a proceeding “for infringement.” In fact, the United States District Court for the Eastern District of Texas summarily rejected Samsung’s argument that KPN had initiated proceedings for patent infringement—finding “no credible argument that the breach of contract claim necessarily raises a patent law issue.” *Koninklijke KPN*, 2024 WL 2019739, at *3.

III. Samsung Breached Its Promise Not to File “Any Additional Reexamination Requests” against the “KPN Patents,” Damaging KPN.

42. In addition to appealing the jury’s verdict in the First Breach Lawsuit (which is currently pending in the Sixth Court of Appeals), Samsung is engaged in a multi-pronged effort to retaliate against KPN, damage KPN’s intellectual property and its business, and force KPN to

expend substantial resources in the hopes that KPN will abandon the lawfully-rendered jury verdict in its favor or settle for substantially less than what it is entitled to.

43. For example, despite being bound by Article 4.1 of the 2016 Settlement Agreement, which barred it from seeking reexamination of any KPN Patents, Samsung filed—and caused its United States agent, Samsung America, to file—six prohibited IPR Petitions seeking reexamination of six KPN Non-Asserted Patents, each of which is defined in the 2016 Settlement Agreement to be a “KPN Patent.”

44. Samsung and Samsung America filed two IPR Petitions on January 17, 2025, seeking reexamination of the patentability of KPN United States Patents No. 9,667,669 and 8,660,560. On January 18, 2025, Samsung and Samsung America filed an IPR Petition seeking reexamination of KPN United States Patent No. 8,881,235. On January 20, 2025, Samsung and Samsung America filed another IPR Petition seeking reexamination of KPN United States Patent No. 8,549,151. On January 25, 2025, Samsung and Samsung America filed IPR Petitions seeking reexamination of KPN United States Patents No. 9,462,544 and RE48,089.

45. On information and belief, Samsung directed its wholly owned subsidiary, Samsung America, to jointly file these IPR Petitions with Samsung. In particular, Samsung is known to own and exert both general and near daily control over Samsung America, and the same law firm that attempted to remove and nullify the First Breach Lawsuit on behalf of Samsung has also filed the IPR Petitions on behalf of Samsung and Samsung America.

46. Samsung’s filing of each of these IPR Petitions—and its causing of Samsung America to join in each such filings—is an independent breach of the 2016 Settlement Agreement, including the duty of good faith and fair dealing it imposes. Both expressly and implicitly, the 2016 Settlement Agreement prohibits Samsung from circumventing its contractual obligation to

forgo filing additional reexamination requests against KPN Patents by directing its wholly owned subsidiary and agent, Samsung America, to accomplish the same prohibited action.

47. Samsung and Samsung America have no legitimate reason to seek reexamination of KPN's Patents and are doing so simply to try to exert pressure on KPN in an effort to subvert the Harrison County jury verdict and resulting judgment.

48. KPN has been damaged by the IPR Petitions and will continue to be damaged by the IPR Petitions, including needing to spend substantial attorneys' fees litigating the patentability of the KPN Patents, in a forum that the parties expressly contracted to avoid.

49. Samsung's IPR Petitions also have damaged, and will continue to damage, KPN by creating uncertainty regarding the validity of its patents, which will harm KPN's licensing efforts and thus threaten KPN's research and development efforts.

50. These damages were foreseeable to Samsung, including because Samsung has long been aware of KPN's significant investments in intellectual property and licensing and of the considerable importance and value of KPN's licensing revenue to its business.

CAUSES OF ACTION

COUNT I: BREACH OF CONTRACT

51. KPN repeats and realleges the preceding paragraphs as if fully set forth herein.

52. The 2016 Settlement Agreement is a valid contract and supported by consideration.

53. Samsung materially breached the 2016 Settlement Agreement by filing six reexamination requests challenging KPN Patents before the expiration of the Term of the Agreement.

54. Samsung also materially breached the 2016 Settlement Agreement by directing and/or causing Samsung America to file reexamination requests challenging KPN Patents before the expiration of the Term of the Agreement.

55. As a result of Samsung's wrongful breach of the 2016 Settlement Agreement, KPN has suffered damages in an amount to be proven at trial. Such damages include, but are not limited to, the attorneys' fees and costs and expert fees and costs, that KPN has and will continue to expend in defense of the IPR Petitions that Samsung filed in clear breach of Article 4.1, KPN's loss of licensing revenues and corresponding business disruption, KPN's loss of patent research and expenditure funds, and any diminution in the value of KPN's patents.

56. KPN seeks to recover such damages.

COUNT II: DECLARATORY JUDGMENT

57. KPN repeats and realleges the preceding paragraphs of its Complaint as if fully set forth herein.

58. Under Chapter 37 of the Texas Civil Practices and Remedies Code, the Court may declare rights, status, and legal relations whether or not further relief is or could be claimed, and before or after breach of contract.

59. KPN seeks a judgment declaring that the 2016 Settlement Agreement prohibits Samsung from filing reexamination requests, including IPR petitions, against KPN Patents until at least February 17, 2032, either directly or indirectly through a subsidiary or agent such as Samsung America.

REMEDIES SOUGHT

I. Damages (Count 1)

60. KPN repeats and realleges the preceding paragraphs as if fully set forth herein.

61. KPN has incurred and will continue to incur significant damages as a result of Samsung's breach. Each IPR Petition requires specialized counsel, and due to the reasonable market rate charged by such counsel, KPN expects to incur in excess of \$1,000,000 in attorneys' fees defending the currently pending IPR Petitions.

62. Samsung's IPR Petitions also threaten to substantially damage the value of KPN's patent portfolio, destroying KPN's prior substantial investments in research and development embodied in the patented inventions and hindering KPN's licensing revenue streams.

63. Further, Samsung's IPR Petitions were not filed in good faith. Instead, they are part of an ongoing pattern of the deliberate and vexatious litigation tactics that Samsung turned to immediately after the adverse jury verdict rendered against Samsung, in an obvious attempt to make it more difficult and expensive for KPN to enforce that verdict against Samsung.

64. Indeed, Samsung's counsel in the IPR proceedings (who appeared as counsel in the underlying matter shortly after the verdict was returned) has been chastised for doing exactly what Samsung is doing here: filing wave after wave of patent challenges (including against parties other than the entities involved in the underlying litigation) as part of a plan "to make the litigation as painful as possible" to try to force the other party to abandon its claims—an approach the court described as a "sharp practice that falls far short of model professional conduct." *Vasudevan Software*, 2013 WL 12174179, at *3 (noting that counsel had gone so far as to attack patents of other clients of the patentholder's attorney).

65. Samsung is doing the same here. Its actions are aimed solely at increasing KPN's litigation costs, disrupting KPN's business, and causing KPN to lose valuable patent licensing opportunities. Such damages are plainly foreseeable to Samsung.

66. Accordingly, KPN further requests that the Court award it actual, special, and consequential damages as proven at the time of trial.

II. Declaratory Judgment (Count 2)

67. KPN repeats and realleges the preceding paragraphs as if fully set forth herein.

68. KPN requests a judgment declaring that the 2016 Settlement Agreement prohibits Samsung from filing any IPR petitions challenging KPN Patents, either directly or indirectly through Samsung America or any other agent, employee, subsidiary, affiliated company, or persons or entities under the control of Samsung or in active concert or participation with Samsung, until at least February 17, 2032.

CONDITIONS PRECEDENT

69. All conditions precedent either were previously performed by the parties or will be performed again.

JURY DEMAND

70. KPN demands a jury trial on all issues and has tendered the appropriate fee.

RIGHT TO AMEND

71. KPN's investigation and discovery in this case has not yet been completed. KPN therefore reserves the right to amend this pleading and assert any and all additional claims, applicable under facts presented or discovered.

REQUEST FOR DISCLOSURE

72. KPN requests that Samsung disclose within 50 days of service of this request the information or material described in Texas Rule of Civil Procedure 194.

PRAYER

KPN requests that the Court render judgment for KPN and against Samsung for:

- a. actual, special, and consequential damages;
- b. declaratory judgment;
- c. pre-judgment and post-judgment interest;
- d. court costs;
- e. all other relief to which KPN is entitled.

Dated: March 3, 2025

Respectfully submitted,

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