

Miscellaneous Docket No. \_\_\_\_\_

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## United States Court of Appeals for the Federal Circuit

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IN RE ONEPLUS TECHNOLOGY (SHENZHEN) CO. LTD.,  
*Petitioner.*

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On Petition for a Writ of Mandamus to the U.S. District Court for the Western  
District of Texas in Case Nos. 6-20-CV-00952-ADA, 6-20-CV-00953-ADA,  
6-20-CV-00956-ADA, 6-20-CV-00957-ADA, 6-20-CV-00958-ADA  
Hon. Alan D. Albright

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### PETITION FOR A WRIT OF MANDAMUS

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**CERTIFICATE OF INTEREST****Case Number****Short Case Caption** *In re OnePlus Technology (Shenzhen) Co. Ltd.***Filing Party/Entity** OnePlus Technology (Shenzhen) Co. Ltd.

I certify the following information and any attached sheets are accurate and complete to the best of my knowledge.

Dated: July 30, 2021

/s/ Julie S. Goldemberg

Julie S. Goldemberg  
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 Ltd.

<b>1. Represented Entities.</b> Fed. Cir. R. 47.4(a)(1).	<b>2. Real Party in Interest.</b> Fed. Cir. R. 47.4(a)(2).	<b>3. Parent Corporations and Stockholders.</b> Fed. Cir. R. 47.4(a)(3).
Provide the full names of all entities represented by undersigned counsel in this case.	Provide the full names of all real parties in interest for the entities. Do not list the real parties if they are the same as the entities.  <input checked="" type="checkbox"/> None/Not Applicable	Provide the full names of all parent corporations for the entities and all publicly held companies that own 10% or more stock in the entities.  <input type="checkbox"/> None/Not Applicable
OnePlus Technology (Shenzhen) Co. Ltd.		OnePlus Mobile Communications (Guangdong) Co., Ltd.

**4. Legal Representatives.** List all law firms, partners, and associates that (a) appeared for the entities in the originating court or agency or (b) are expected to appear in this court for the entities. Do not include those who have already entered an appearance in this court. Fed. Cir. R. 47.4(a)(4).

☐ None/Not Applicable

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**5. Related Cases.** Provide the case titles and numbers of any case known to be pending in this court or any other court or agency that will directly affect or be directly affected by this court's decision in the pending appeal. Do not include the originating case number(s) for this case. Fed. Cir. R. 47.4(a)(5). See also Fed. Cir. R. 47.5(b).

☒ None/Not Applicable

**6. Organizational Victims and Bankruptcy Cases.** Provide any information required under Fed. R. App. P. 26.1(b) (organizational victims in criminal cases) and 26.1(c) (bankruptcy case debtors and trustees). Fed. Cir. R. 47.4(a)(6).

☒ None/Not Applicable

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## **RELIEF SOUGHT**

Petitioner seeks an order directing the district court to dismiss this case for lack of personal jurisdiction.

## **QUESTION PRESENTED**

The United States, China, and 77 other countries are parties to the Hague Service Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters, 20 U.S.T. 361 (Nov. 15, 1965) (“The Hague Convention”). The Hague Convention allows contracting nations some measure of control over the flow of legal process within their borders while creating “appropriate means to ensure that judicial and extrajudicial documents to be served abroad shall be brought to the notice of the addressee in sufficient time” and to “improve the organisation of mutual judicial assistance for that purpose by simplifying and expediting the procedure.” The treaty applies “in all cases . . . where there is occasion to transmit a judicial or extrajudicial document for service abroad.” Hague Convention, Art. 1. The Supreme Court and Fifth Circuit have held that such occasion exists when legal process—*e.g.* the complaints at issue here—must be sent abroad under the forum-state’s long-arm statute to establish personal jurisdiction.

The district court improperly ignored the procedural requirements of the Texas long-arm statute, which requires service of a Chinese defendant via the Hague Convention, when it allowed Plaintiff WSOU Investments LLC d/b/a Brazos

Licensing and Development (“WSOU”) to serve Chinese Petitioner/Defendant OnePlus Technology Shenzhen Co. (Ltd.) (“OnePlus Shenzhen”) via Federal Rule of Civil Procedure 4(f)(3).

The issue presented is whether the district court has personal jurisdiction over Petitioner, a Chinese corporation, when process was served domestically pursuant to Rule 4(f)(3) and not pursuant to the Hague Convention, as the Texas long-arm statute requires.

### **STATEMENT OF JURISDICTION**

This Court has jurisdiction to grant mandamus relief under the All Writs Act, 28 U.S.C. § 1651. *See, e.g., TC Heartland LLC v. Kraft Foods Group Brands LLC*, 137 S. Ct. 1514, 1521 (2017) (reversing this Court’s denial of a petition seeking mandamus relief due to improper venue).

### **INTRODUCTION**

The district court denied Petitioner’s motion to dismiss for insufficient service of process and lack of personal jurisdiction because it found WSOU’s alternate service of process via Rule 4(F)(3) on OnePlus Shenzhen’s U.S. counsel and purported domestic subsidiary complied with “(1) the Federal Rules of Civil Procedure; (2) international agreements entered into by the United States and China; and (3) the due process protections afforded by the United States Constitution and the Texas Long-Arm Statute.” Appx6.

The district court's conclusion constitutes a clear abuse of discretion. Under Federal Rule of Civil Procedure 4(k)(1)(a) the district court only has personal jurisdiction over OnePlus Shenzhen, a Chinese company, if OnePlus Shenzhen is served and subject to the jurisdiction of a court of general jurisdiction in Texas, the state where the district court is located. OnePlus Shenzhen is subject to the jurisdiction of a Texas state court only via the Texas long-arm statute. The Texas long-arm statute contains its own procedural service requirement: the process documents must be sent to the defendant's principal place of business. And the Hague Convention requires WSOU to follow certain procedures to send those documents to OnePlus Shenzhen in China.

The district court did not require WSOU to follow those Hague Convention procedures, instead granting WSOU leave to serve OnePlus Shenzhen's U.S. counsel and purported U.S. subsidiary via Rule 4(f)(3). But alternative service pursuant to Rule 4(f)(3) on OnePlus Shenzhen's alleged U.S. agents fails to give the district court personal jurisdiction over OnePlus Shenzhen pursuant to the Texas long-arm statute. This Court should therefore grant mandamus to direct the district court to dismiss this case.

There are two additional—and fatal—problems with the district court's reasoning. First, the district court improperly permitted domestic service pursuant to Rule 4(f)(3) when that subsection of the rule only applies to foreign service.

Second, allowing WSOU—and other plaintiffs—to rely on alternative service against foreign defendants from signatory nations is undermining the Hague Convention, flouting the protections intended to benefit not only foreign defendants sued in the United States but also United States companies sued in foreign jurisdictions.

The district court clearly abused its discretion, and OnePlus Shenzhen has no adequate remedy on appeal. Absent appellate court intervention, OnePlus Shenzhen will be forced to defend itself in a court that lacks personal jurisdiction over it. The issue of whether Rule 4(f)(3) can be used to circumvent the Hague Convention is a basic and undecided question that occurs frequently in other patent cases in Texas and throughout the country. Resolution of this issue will assist jurists, parties, and lawyers in the field of patent law.

### **STATEMENT OF FACTS**

OnePlus Shenzhen is a Chinese foreign corporation. Appx18 ¶2. Plaintiff WSOU Investments LLC d/b/a Brazos Licensing and Development (“WSOU”) filed five actions on October 14, 2020, accusing OnePlus Shenzhen of patent infringement. *Id.* But WSOU never attempted to serve OnePlus Shenzhen in China via the Hague Convention, despite the fact that the United States and China are both signatories to the treaty.

Instead, on December 3, 2020, less than two months after filing, WSOU moved for substitute service under Rule 4(f)(3), requesting leave to serve the summons and complaint on OnePlus Shenzhen's U.S. counsel and/or its purported U.S. subsidiary. Appx24-31. The motions were granted *ex parte* on December 14, 2020 via a text-only docket entry. Appx15. Purported "summons[es] returned executed" were filed on January 8, 2021. *Id.*

This is not WSOU's first time invoking Rule 4(f)(3). WSOU is a prolific plaintiff, filing 192 district court cases since it began litigating in March 2020. Appx52-59. Increasingly, WSOU is turning to Rule 4(f)(3), having requested permission to effect alternative service in at least 26 of its cases since October 6, 2020. *Id.* Its requests for alternative service are not limited to actions against Chinese companies. *See, e.g., WSOU Investments LLC v. Canon, Inc.*, No. 6:20-cv-984, Dkt. 8 (W.D. Tex. Dec. 3 2020) ("Motion for Leave to Effect Alternative Service," seeking alternate service on a Japanese corporation).

OnePlus Shenzhen filed a motion to dismiss for insufficient service of process and lack of personal jurisdiction that the district court denied. Appx1-11. This Petition follows.

## **REASONS THE WRIT SHOULD ISSUE**

### **I. The District Court Clearly Abused Its Discretion In Denying The Motion To Dismiss**

Service was improper under Rule 4(f)(3) because that Rule is inapplicable to domestic service, and the district court improperly circumvented the service requirements in the Hague Convention, violating the principle of international comity. But even putting those two service issues aside, the district court clearly abused its discretion in finding it had personal jurisdiction over OnePlus Shenzhen under the Texas long-arm statute after WSOU served OnePlus Shenzhen via Rule 4(f)(3).

Service and personal jurisdiction are two separate issues, and the district court clearly abused its discretion in (1) finding service pursuant to Rule 4(f)(3) effective and in (2) finding the service sufficient to establish personal jurisdiction in Texas. Section I.A addresses the latter issue, lack of personal jurisdiction, while Sections I.B & C address the former, improper service. Either issue is dispositive and warrants mandamus relief.

#### **A. WSOU's Purported Service Under Rule 4(f)(3) Does Not Establish Personal Jurisdiction Over OnePlus Shenzhen Under The Texas Long-Arm Statute**

##### **1. The Hague Convention is triggered when state law requires the transmittal of documents abroad.**

The United States and China are both parties to the Hague Convention. Appx33, Appx36. Article 1 of the Hague Convention provides: "The present



Convention shall apply in all cases, in civil or commercial matters, where there is occasion to transmit a judicial or extrajudicial document for service abroad.” Under the Hague Convention, member states provide a “central authority” responsible for receiving and effecting service from abroad consistent with domestic policies. *See* Arts. 2-7.<sup>1</sup>

To determine whether a case creates “an occasion to transmit a judicial . . . document for service abroad,” the Fifth Circuit directs that “courts are to look to the method of service prescribed by the internal law of the forum state.” *Sheets v. Yamaha Motors Corp., U.S.A.*, 891 F.2d 533, 536-37 (5th Cir. 1990) (citing *Volkswagenwerk Aktiengesellschaft v. Schlunk*, 486 U.S. 694, 699-706 (1998)). The Hague Convention is triggered—and “shall apply” (Hague Convention, Art. 1)—if the state’s method of serving process “involves the transmittal of documents abroad.” *Sheets*, 891 F.2d at 537.

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<sup>1</sup> Some signatories to the Convention permit parties to continue to freely send service documents by mail, but this is limited to cases where “the State of destination does not object.” Hague Convention, Art. 10. China objects to such service under the Hague Convention. *See, e.g., In re LDK Solar Sec. Litig.*, No. C 07-05182 WHA, 2008 WL 2415186, at \*1 (N.D. Cal. June 12, 2008) (“China, however, objected to Article 10 of the Convention”).

**2. The Texas long-arm statute requires the transmittal of documents abroad, triggering the Hague Convention.**

WSOU brought suit in a Texas district court against OnePlus Shenzhen, a corporation located in China. Appx18 ¶2. Under Federal Rule of Civil Procedure 4(k)(1)(a), “[s]erving a summons . . . establishes personal jurisdiction over a defendant who is subject to the jurisdiction of a court of general jurisdiction in the state where the district court is located.” The district court therefore has personal jurisdiction over OnePlus Shenzhen only if it is subject to jurisdiction in Texas via the Texas long-arm statute.

Regardless of how service is effected, to obtain personal jurisdiction over a foreign defendant, the Texas long-arm statute **expressly requires** transmittal of documents abroad to a foreign defendant. Tex. Civ. Prac. & Rem. Code Ann. § 17.045(a) (“If the secretary of state is served with duplicate copies of process for a nonresident, the documents shall contain a statement of the name and address of the nonresident's home or home office and the secretary of state shall immediately mail a copy of the process to the nonresident at the address provided”); § 17.045(c) (“If the person in charge of a nonresident’s business is served with process under Section 17.043, a copy of the process and notice of the service must be immediately mailed to the nonresident or the nonresident's principal place of business.”); *see also Bayoil Supply & Trading of Bahamas v. Jorgen Jahre Shipping AS*, 54 F. Supp. 2d 691, 693 (S.D. Tex. 1999) (“If service is made pursuant to § 17.043, a copy of the process and

notice of service must immediately be mailed to the nonresident or the nonresident's principal place of business").

The Fifth Circuit has recognized that the transmittal of documents abroad required by the Texas long-arm statute "is precisely the type of service that **triggers the application of Hague Convention procedures.**" *Sheets*, 891 F.2d at 537 (emphasis added); *see also Sang Young Kim v. Frank Mohn A/S*, 909 F. Supp. 474, 479-80 (S.D. Tex. 1995) ("Texas courts strictly construe the long-arm statute, and consistently conclude that failure to strictly comply with the statute by forwarding a copy of the process to the nonresident defendant as required by section 17.045 deprives the court of jurisdiction over the defendant") (citing *Whitney v. L & L Realty Corp.*, 500 S.W.2d 94 (Tex. 1974)).

Courts that have analyzed the Texas long-arm statute have concluded that it does require service of documents abroad and triggers the requirements of the Hague Convention. *Bayoil Supply*, 54 F. Supp. 2d at 693 ("Because Defendant is a foreign resident, notice must be mailed abroad, triggering the requirements of the Hague Convention."); *Traxcell Techs., LLC v. Nokia Sols. & Networks US LLC*, No. 2:18-CV-00412, 2019 WL 8137134, at \*3 (E.D. Tex. Oct. 22, 2019) (analyzing § 17.045(a) and concluding "[b]ecause substituted service on the Texas Secretary of State for a nonresident defendant requires the transmittal of judicial documents abroad, the Hague Convention is implicated"); *Macrosolve, Inc. v. Antenna*

*Software, Inc.*, No. 6:11-CV-287, 2012 WL 12903085, at \*2 (E.D. Tex. Mar. 16, 2012) (same); *Sang Young Kim*, 909 F. Supp. at 479-80 (“Because the Defendant in this case could be properly served under Texas law only by transmitting judicial documents to the Defendant abroad, the Hague Convention is applicable.”).

**3. The district court clearly abused its discretion in holding it has personal jurisdiction over OnePlus Shenzhen without service abroad, as is required by the Texas long-arm statute.**

The district court allowed WSOU to serve OnePlus Shenzhen via Rule 4(f)(3) by emailing its prior domestic counsel and delivering a copy of the complaint to its purported domestic subsidiary’s authorized agent within the United States. Appx15. But this purported service on OnePlus Shenzhen’s alleged agents does not obviate the need to transmit the documents abroad to establish personal jurisdiction under the Texas long-arm statute. *Duarte v. Michelin N. Am., Inc.*, No. 2:13-CV-00050, 2013 WL 2289942, at \*2-4 (S.D. Tex. May 23, 2013) (even when Texas secretary of state has been served as authorized agent pursuant to Texas law “it cannot be said that service is completed for purposes of conferring jurisdiction on the court until the documents have been transmitted abroad to the defendant.”). And such transmission of process abroad must occur via the procedures in the Hague Convention. *See Kreimerman v. Casa Veerkamp, S.A. de C.V.*, 22 F.3d 634, 640 (5th Cir. 1994) (interpreting Supreme Court precedent as instructing that service via the Hague Convention is “mandatory” “in all cases . . . where there is occasion to

transmit a judicial . . . document abroad”) (citing *Volkswagenwerk Aktiengesellschaft*, 486 U.S. at 699).

As the Supreme Court explained, service must be “valid and complete under both **state law** and the Due Process Clause” to establish personal jurisdiction. *Volkswagenwerk Aktiengesellschaft*, 486 U.S. at 707 (emphasis added). The Supreme Court continued by warning that “[t]hose who eschew [the Hague Convention’s] procedures risk discovering that the forum’s internal law required transmittal of documents for service abroad, and that the Convention therefore provided the **exclusive** means of valid service” that establishes personal jurisdiction under Rule 4(k)(1). *Id.* at 706 (emphasis added).

In *Volkswagenwerk Aktiengesellschaft*, the Hague Convention did not provide the exclusive means of valid service under Rule 4(k)(1) because Illinois law allowed service to the defendant’s domestic subsidiary and did not require the transmittal of documents abroad. *Id.* at 697. Accordingly, service could be effected within the United States—and personal jurisdiction established—under Illinois law without resorting to the Hague Convention. *Id.* But Texas law contains an extra procedural requirement: the transmission of documents abroad. Tex. Civ. Prac. & Rem. Code Ann. § 17.045. Therefore, the Hague Convention provides the **exclusive** means of service that establishes personal jurisdiction under Rule 4(k)(1) for foreign defendants in Texas. *See Prem Sales, LLC v. Guangdong Chigo Heating &*

*Ventilation Equip. Co.*, No. 5:20-CV-141-M-BQ, 2020 WL 6063452, at \*4 (N.D. Tex. Oct. 14, 2020) (distinguishing the Illinois long-arm statute analyzed in *Volkswagenwerk Aktiengesellschaft* from the Texas long-arm statute at issue here on this basis).<sup>2</sup>

In denying OnePlus Shenzhen’s motion to dismiss, the district court failed to properly analyze the effect of the Texas long-arm statute on personal jurisdiction in this case. Instead, the district court focused on the substantive due process requirement of the statute. Appx9. While it is true that the Texas long-arm statute reaches as far as the federal constitutional requirements of due process will allow, the statute includes an additional procedural hurdle that must be met to establish personal jurisdiction: the service abroad of documents via the Hague Convention.

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<sup>2</sup> While the Hague Convention itself provides some limited exceptions to its service procedures, none of those exceptions apply here. Specifically, the Convention “shall not apply where the address of the person to be served with the document is not known.” Art. 1. But here, the Complaint expressly provides an address for OnePlus Shenzhen. Appx18 ¶2. The convention also permits exercise of jurisdiction before Hague service has been completed if, after at least six months of diligent efforts to certify service via the Convention, no certificate of service is provided. Hague Convention, Art. 15. But here, WSOU has made no effort to serve via the Convention, much less “every reasonable effort” as required under the treaty. *Id.* Finally, “[i]n case of urgency,” a judge may also enter “any provisional or protective measures” before Hague Convention service is perfected. *Id.* But neither WSOU (a non-practicing entity) nor the district court raised concerns or cited evidence of urgency.

WSOU's purported service via Rule 4(f)(3) cannot establish personal jurisdiction under Rule 4(k)(1) and the Texas long-arm statute, which procedurally require transmittal of the service documents abroad via the Hague Convention. WSOU has not complied with the Hague Convention, so this case must be dismissed for lack of personal jurisdiction. The District Court clearly abused its discretion in ruling otherwise.

**B. Rule 4(f)(3) Does Not Apply To Domestic Service**

Putting aside the issue of the lack of personal jurisdiction under the Texas long-arm statute, the district court clearly abused its discretion in denying the motion to dismiss for a second reason: Rule 4(f)(3) does not allow domestic service.

Rule 4(f)(3) states: "Unless federal law provides otherwise, an individual . . . may be served **at a place not within any judicial district of the United States.**" (emphasis added). Because WSOU served OnePlus Shenzhen's alleged agents at a place **within** a judicial district in the United States, Rule 4(f)(3) does not apply.

The rest of Rule 4 supports this straightforward reading. Under Rule 4(h)(2), which addresses "Serving a Corporation, Partnership, or Association," Rule 4(f) is only applicable if service is being made "at a place not within any judicial district of the United States." When service is attempted "in a judicial district of the United States," as WSOU has done here, Rule 4(h)(1) applies, and a plaintiff is directed to effect service "in the manner prescribed by Rule 4(e)(1)." Rule 4(e)(1), in turn,

requires compliance with state rules for service, which in Texas require the mailing of documents abroad, and therefore compliance with the Hague Convention.

Although the outcomes are mixed, courts throughout the country have correctly held Rule 4(f)(3) cannot be invoked when the service occurs in the United States. *See, e.g., Drew Techs., Inc. v. Robert Bosch, LLC*, No. 12-15622, 2013 WL 6797175, at \*3 (E.D. Mich. Oct. 2, 2013) (finding “Court ordered service under Rule 4(f)(3) is clearly limited to methods of service made outside of the United States” and expressly rejecting contrary authority); *Charles v. Sanchez*, No. EP-13-CV-00193-DCG, 2013 WL 12087219, at \*3-4 (W.D. Tex. Aug. 5, 2013) (Rule 4(f) governs service “*not* within any United States district”); *Convergen Energy LLC v. Brooks*, No. 20-CV-3746 (LJL), 2020 WL 4038353, at \*2, 7 (S.D.N.Y. July 17, 2020) (“This Court joins those that have held that Rule 4(f) refers to the ‘place’ of service and not the location of the individual or entity to be served.”); *In re Auto. Parts Antitrust Litig.*, No. 16-CV-04003, 2017 WL 10808851, at \*2 (E.D. Mich. Nov. 2, 2017) (“the plain language of Rule 4(f)(3) limits the Rule to service made outside of the United States”); *Codigo Music, LLC v. Televisa S.A. de C.V.*, No. 15-CIV-21737, 2017 WL 4346968, at \*13 (S.D. Fla. Sept. 29, 2017) (“the plain language of Rule 4(f)(3) requires that the alternative service sought contain, at least, some component of service that will occur outside of the United States”); *Freedom Watch, Inc. v. Org. of Petroleum Exporting Countries (OPEC)*, 107 F. Supp. 3d 134,



137-39 (D.D.C. 2015) (“[B]ased on a textual reading of subsections (h) and (f)(3) of Rule 4 . . . service cannot occur in the United States” pursuant to Rule 4(f)(3)).<sup>3</sup>

Further, “the ‘nearest reasonable referent’ canon helps resolve any remaining ambiguity” as to how Rule 4(f) should be interpreted. *Travelers Indem. Co. v. Mitchell*, 925 F.3d 236, 243 (5th Cir. 2019). Under the “nearest reasonable referent” canon, “[w]hen the syntax involves something other than a parallel series of nouns or verbs, a prepositive or postpositive modifier normally applies only to the nearest reasonable referent.” *Id.* (citing Antonin Scalia & Bryan A. Garner, *Reading Law: The Interpretation of Legal Texts* 152 (2012)). Courts around the country—including the Fifth Circuit in *Travelers Indemnity* and the Supreme Court—have relied on this canon when interpreting statutes. *See, e.g., Mellouli v. Lynch*, 575 U.S. 798, 811-12 (2015) (applying nearest-reasonable-referent canon to a statute that reads “[a]ny alien who . . . has been convicted of a violation of . . . any law or

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<sup>3</sup> This court has sanctioned domestic service under Rule 4(f)(3) under California law. *See Nuance Commun., Inc. v. Abby Software H.*, 626 F.3d 1222, 1239-40 (Fed. Cir. 2010). But the Court in *Nuance* was bound by Ninth Circuit precedent, including statements from *Rio Properties, Inc. v. Rio Int’l Interlink*, 284 F.3d 1007, 1016 (9th Cir. 2002), that is not controlling and is distinguishable here. Indeed, the court in *Rio* recognized that “[a] federal court would be prohibited from issuing a Rule 4(f)(3) order in contravention of an international agreement, including the Hague Convention referenced in Rule 4(f)(1).” *Id.* at 1015, n.4. Service via the Hague Convention in *Nuance* was also futile because the Russian Federation proclaimed it would not fulfill its duties under the treaty.

regulation . . . relating to a controlled substance” is deportable and concluding “relating to” modified “law or regulation,” not “violation”); *Barnhart v. Thomas*, 540 U.S. 20, 26 (2003) (adopting an interpretation in view of this canon); *Hall v. U.S. Dept. of Agric.*, 984 F.3d 825, 838 (9th Cir. 2020) (same); *United States v. Shaw*, 957 F.3d 734, 739 (7th Cir. 2020) (same); *Grecian Magnesite Mining, Indus. & Shipping Co. v. Commissioner*, 926 F.3d 819, 824 (D.C. Cir. 2019) (same); *Carroll v. Sanders*, 551 F.3d 397 (6th Cir. 2008) (same); *United States v. Davis*, 961 F.3d 181, 188 (2d Cir. 2020) (calling the nearest reasonable referent canon “well-established”).

Applying this canon, the phrase “at a place not within any judicial district of the United States” modifies “served” (the nearest reasonable referent) not “individual” (which appears earlier in the sentence). The canon confirms that the service—not the individual being served—must be at a place outside the United States.

Consistent with this authority and a straightforward reading of the Federal Rules of Civil Procedure, this Court should hold Rule 4(f)(3) does not allow for domestic service. The district court therefore improperly relied on Rule 4(f)(3) to permit domestic service to OnePlus Shenzhen’s U.S. counsel and purported subsidiary’s agent, and this case should be dismissed for lack of personal jurisdiction.

**C. District Courts Should Not Allow Litigants To Circumvent The Hague Convention Without A Showing Of Necessity**

Finally, even if Rule 4(f)(3) **could** be used to circumvent the Hague Convention and serve OnePlus Shenzhen domestically in a way that satisfies the Texas long-arm statute, that does not mean a district court **should** do so. Indeed, the Fifth Circuit has warned that by avoiding the Hague Convention procedures, “the principle of international comity[] might hinder [] establishment of jurisdiction over the defendants.” *Kreimerman*, 22 F.3d at 44; *see also Export-Import Bank of U.S. v. Asia Pulp & Paper Co., Ltd.*, 2005 WL 1123755 (S.D.N.Y. 2005) (“Service directed under Rule 4(f)(3) may be effected in contravention of the laws of the foreign country. However, courts should minimize offense to foreign law.”).

Courts also teach that even when Rule 4(f)(3) can be invoked, a plaintiff must still explain what “necessitate[s]” court intervention. *Rio Properties*, 284 F.3d at 1016; *see also Baker Hughes Inc. v. Daniel S. Homa*, No. H-11-3757, 2012 WL 1551727, at \*17 (S.D. Tex. Apr. 30, 2012) (refusing alternative service where Plaintiff “has not explained why the facts and circumstances of the present case necessitate [] the district court’s intervention.”).

Comity here counsels strongly against permitting service via Rule 4(f)(3). There can be no doubt that court intervention was not **necessary**—WSOU did not even attempt to serve via the Hague Convention and asked for alternative service within weeks of filing its cases. Nor did WSOU argue that service via the Hague

Convention would be futile. *Cf. Nuance Commun.*, 626 F.3d at 1240 (allowing service via alternative means where “the Russian Federation unilaterally suspended all judicial cooperation with the United States in civil and commercial matters in 2003”). China (unlike Russia) continues to be recognized by the State Department as a “Party to the Hague Service Convention.” Appx39-50.

Analyzing similar issues, numerous district courts have held that Rule 4(f)(3) cannot be used to circumvent the Hague Convention without additional evidence of necessity. *See, e.g., Arista Records LLC v. Media Services LLC*, No. 06-cv-15319-NRB, 2008 WL 563470, at \*1 (S.D.N.Y. Feb. 25, 2008) (“[A] plaintiff seeking relief under Rule 4(f)(3) must adequately support the request with affirmative evidence of the lack of judicial assistance by the host nation—conclusory assertions of the futility of Hague service are unavailing.”) (citing *Gateway Overseas, Inc. v. Nishat (Chunian) Ltd.*, No. 05-CV-4260, 2006 WL 2015188, at \*4 (S.D.N.Y. July 13, 2006)); *C & F Systems, LLC v. Limpimax, S.A.*, No. 1:09-cv-858, 2010 WL 65200, at \*2 (W.D. Mich. 2010) (declining to authorize alternative method of service in Peru under Rule 4(f)(3) because plaintiff had not attempted first to effect service under the Hague); *Baliga on behalf of Link Motion Inc. v. Link Motion Inc.*, 385 F. Supp. 3d 212, 220 (S.D.N.Y. 2019) (denying request for alternative service under Rule 4(f)(3) where the plaintiff “has not even attempted to comply with the Hague Convention”); *Berdeaux v. OneCoin Ltd.*, No. 19-CV-4074, 2019 WL 8685006, at

\*1 (S.D.N.Y. 2019) (“Before ordering alternative service under this rule, district courts in this Circuit have generally required: (1) a showing that the plaintiff has reasonably attempted to effectuate service on the defendant, and (2) a showing that the circumstances are such that the court’s intervention is necessary.”); *Am. Express Co. v. Xiongwen Rui*, No. CV-18-01281, 2019 WL 1858101, at \*3 (D. Ariz. 2019) (decision whether to authorize service under Rule 4(f)(3) “turns, in part, on whether the movant has shown necessity.”); *Compass Bank v. Katz*, 287 F.R.D. 392, 395 (S.D. Tex. 2012) (“a plaintiff must demonstrate why the facts and circumstances of the present case necessitate [] the district court’s intervention.”); *Supreme Buddha Ass’n, Inc. v. Oasis World Peace and Health Foundation*, No. 08-CV-1374, 2011 WL 856378, at \*1-2 (N.D.N.Y. 2011) (plaintiff must show reasonable efforts to serve defendant, so that court intervention by way of Rule 4(f)(3) order was necessary).

The delay and minimal costs associated with translation and service in China, cited by the district court at Appx8, are inherent in service via the Hague Convention and thus cannot constitute necessity. *See, e.g., Baker Hughes*, 2012 WL 1551727, at \*17 (finding these reasons unavailing).

Further, allowing alternative service in this case undermines comity in additional practical and fundamental ways. The Hague Convention’s required translations of the complaints, patents, and other exhibits would afford management

at OnePlus Shenzhen an opportunity to review these documents in their native language. This has not happened. And the Hague Convention allows signatories to opt for more or less freedom in process of judicial documents, *i.e.*, by objecting to some types of service under Article 10. Bypassing those expectations weakens the treaty's ability to regulate the conduct of its signatories, ultimately weakening the treaty itself. *See Medellin v. Texas*, 552 U.S. 491, 505 (2008) (explaining that a treaty "depends for the enforcement of its provisions on the interest and the honor of the governments which are parties to it").

OnePlus Shenzhen's concern is not isolated to this case alone. WSOU is a prolific plaintiff, filing 192 district court cases since March 2020. Appx52-59. Increasingly, WSOU is turning to Rule 4(f)(3), having requested permission to effect alternate service in at least 26 of the 46 cases it has filed since October 6, 2020. *Id.* Such requests for alternative service are not limited to actions against Chinese companies. *See, e.g., WSOU Investments LLC v. Canon, Inc.* No. 6:20-cv-984, Dkt. 8, "Motion for Leave to Effect Alternative Service" (Dec. 3, 2020) (seeking alternate service on a Japanese corporation). Allowing WSOU to use a perceived loophole in the Federal Rules of Civil Procedure undermines the Hague Convention, flouting its mutual protections put in place for the benefits not only of foreign defendants sued in the United States but also of United States companies who are sued in foreign jurisdictions.

Finally, the district court's inconsistent application of Rule 4(f)(3) further undermines the Hague Convention. Although the district court allowed alternative service in this case and others involving Chinese defendants, *see, e.g., WSOU Investments, LLC DBA Brazos Licensing and Dev., v. TP-Link Tech Co., Ltd.*, No. 6:20-cv-01012-ADA, Dkt. 11 (W.D. Tex. Dec. 7, 2020), the district court recently denied a request for alternative service in a case with a Swiss defendant, *see Murolet, LLC v. Schindler Grp.*, No. 5:20-cv-01011-ADA, Dkt. 24 (W.D. Tex. Apr. 8, 2021). In *Murolet* the district court distinguished those cases solely on the basis of the nationality of the defendant. *Id.* at text order (“The Court notes that in those cases, Plaintiff was requesting alternate service on Chinese entities. Here, Murolet is requesting alternate service on a Swiss entity.”). While it is certainly true that China and Switzerland “employ[] different bodies of law,” *id.*, the Hague Convention is designed to be applied universally to defendants in signatory nations. *See Water Splash, Inc. v. Menon*, 137 S. Ct. 1504, 1505 (2017) (the Hague Convention “seeks to simplify, **standardize**, and generally improve the process of serving documents abroad, specifying certain approved methods of service and preempting **inconsistent** methods of service wherever it applies”) (emphasis added, internal quotation omitted). The district court's approach further weakens the treaty and creates uncertainty.

In this case there was no evidence of necessity or even an attempt at service pursuant to the Hague Convention. The district court's inconsistent practice of circumventing the Hague Convention is a clear abuse of discretion.

## **II. This Court Should Grant Mandamus**

Mandamus ordinarily issues to correct a “clear abuse of discretion or usurpation of judicial power” by a trial court. *In re Calmar, Inc.*, 854 F.2d 461, 464 (Fed. Cir. 1988). Under this standard, mandamus should issue to prevent a case and eventual trial where the court lacks personal jurisdiction over a foreign defendant. *See Abelesz v. OTP Bank*, 692 F.3d 638, 650-653 (7th Cir. 2012) (granting mandamus relief on personal jurisdiction challenge where a case presented a “delicate foreign relations issue” and further noting irreparable harm in the form of “pressure to settle could flow from the prospect of protracted litigation”).

Mandamus is also available as part of this Court's supervisory authority over the lower courts. The Supreme Court has “approved the use of mandamus to decide a ‘basic and undecided’ question.” *In re BP Lubricants USA Inc.*, 637 F.3d 1307, 1313 (Fed. Cir. 2011) (discussing *Schlagenhauf v. Holder*, 379 U.S. 104 (1964)). Exercising such discretion is appropriate when the issue will recur, when “trial courts have been in considerable disagreement,” and when an immediate decision is “important to ‘proper judicial administration[.]’” *Id.* (quoting *LaBuy v. Howes Leather Co.*, 352 U.S. 249, 259-260 (1957) (alteration in original)).



The question of whether a court may disregard the service of process requirements pursuant to the Hague Convention and allow service of process on a foreign defendant pursuant to Rule 4(f)(3), regardless of the procedural limits of a state's long-arm statute, is a paradigmatic example of a question that warrants mandamus based on this Court's supervisory authority. Rather than waiting for an appeal of a final judgment, this Court should decide the issue now "so as to avoid piecemeal litigation and to settle [this] new and important proble[m]." *Schlagenhauf*, 379 U.S. at 111.

**A. The District Court Clearly Abused Its Discretion In Denying The Motion**

For reasons discussed above in Section I, the district court committed a clear abuse of discretion in denying the motion. The merits are unquestionable: under the Texas long-arm statute, a plaintiff is procedurally required to serve a defendant abroad via the Hague Convention in order for the district court to have personal jurisdiction. Here WSOU failed to even attempt service via the Hague Convention. Further, under a plain reading of Rule 4(f)(3), the provision should not apply to domestic service, nor should Rule 4(f)(3) be used as a loophole to avoid the requirements of a carefully negotiated international treaty.

**B. OnePlus Shenzhen Has No Adequate Remedy On Appeal**

Under the traditional standard, this Court should grant mandamus because OnePlus Shenzhen has no adequate remedy on appeal.

OnePlus Shenzhen is in a similar position to the petitioner in *TC Heartland*, 137 S. Ct. at 1518, where the Supreme Court granted mandamus relief after a district court denied a motion to transfer due to improper venue: absent mandamus, the case will proceed and trial will occur without personal jurisdiction. Critically, in *TC Heartland*, the Supreme Court never suggested that mandamus was unavailable. It addressed the similar venue challenge on the merits. *TC Heartland*, 137 S. Ct. at 1518.<sup>4</sup>

If OnePlus ShenZhen cannot receive mandamus relief to avoid trial despite the lack of personal jurisdiction, then mandamus relief should not have been available in *TC Heartland*, and the Supreme Court had no reason to address the merits.

Both in *TC Heartland* and in this case, mandamus is proper to prevent an unjust trial. Such a trial would constitute an extraordinary waste, both of judicial resources and of the parties' resources. If trial proceeds in the Western District of Texas, any judgment will necessarily be vacated on appeal. Moreover, "the harm—

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<sup>4</sup> This Court has previously stated that because a defendant can obtain meaningful review of a denial of a motion to dismiss for lack of jurisdiction after final judgment, mandamus is ordinarily not available. *See In re BNY ConvergeX Grp., LLC*, 404 F. App'x 484, 485 (Fed. Cir. 2010). However, the Supreme Court's decision in *TC Heartland* calls this stance into question. *TC Heartland* demonstrates that mandamus is available even when a defendant can obtain later review after final judgment.

inconvenience to witnesses, parties and others—will already have been done by the time the case is tried and appealed, and the prejudice suffered cannot be put back in the bottle.” *In re Volkswagen of Am., Inc.*, 545 F.3d 304, 319 (5th Cir. 2008). This Court should grant mandamus to “avoid the delays and expense of a futile trial.” *Hoffman v. Blaski*, 363 U.S. 335, 342 (1960).

Mandamus should issue to correct the district court’s clear abuse of discretion and prevent this case from moving forward to trial without personal jurisdiction.

**C. This Court Should Grant Mandamus To Decide This Basic And Undecided Question, Which Will Recur In Future Cases**

Although OnePlus Shenzhen should receive mandamus under traditional principles, this petition also presents an occasion for this Court to employ the writ for the purpose of supervising district courts. *See In re Innotron Diagnostics*, 800 F.2d 1077, 1081 (Fed. Cir. 1986) (“[T]he regional courts of appeals have increasingly employed the writ in implementing their supervision of district courts.”).

Whether and how plaintiffs can serve foreign defendants without use of the Hague Convention is an important issue that will repeatedly recur until resolved by this Court. Resolving such systemically important issues is precisely why “advisory mandamus” exists.

**1. Mandamus should lie to settle this systemically important issue, the resolution of which will assist other jurists, parties, and lawyers.**

Courts properly employ the writ of mandamus to resolve an unsettled and systemically important issue. *See Note, Supervisory and Advisory Mandamus Under the All Writs Act*, 86 HARV. L. REV. 595, 618 (1973). Wright & Miller describes this distinct form of mandamus:

Writ review that responds to occasional special needs provides a valuable *ad hoc* relief valve for the pressures that are imperfectly contained by the statutes permitting appeals from final judgments and interlocutory orders. . . . [T]he important concern is that the courts of appeals have a power to respond to special needs for review that is not subject to initial control by the trial court. . . .

Writs issued in response to this as-if-appellate need are at times referred to as “supervisory” or “advisory” mandamus. . . . The *La Buy* decision rested on an established and repeated practice of the district court, which was claimed to violate the formal rules of procedure. The *Schlagenhauf* decision, on the other hand, rested on the very novelty of an issue that apparently had not been presented previously to any court. This difference can be recognized by referring to the correction of established bad habits as an exercise of “supervisory” authority, while review of novel and important questions calls for exercise of an “advisory” authority.

16 Charles Alan Wright et al., FEDERAL PRACTICE & PROCEDURE § 3934.1 (3d ed. 2007).

This Court recognized the practice of advisory mandamus in *Innotron*. See 800 F.2d at 1081. And in *BP Lubricants*, this Court granted this form of mandamus based on “exceptional circumstances,” including:

- the existence of a “basic and undecided question;”
- that “trial courts have been in considerable disagreement . . . , resulting in inconsistent results across the country;” and
- that deciding the matter immediately “present[ed] an issue important to proper judicial administration.”

637 F.3d at 1313 (internal quotation marks omitted).

The regional courts of appeals, particularly the First Circuit, have elaborated on circumstances that warrant advisory mandamus: “It is appropriate when the issue presented is novel, of great public importance, and likely to recur.” *United States v. Horn*, 29 F.3d 754, 769 (1st Cir. 1994); see also *In re Atl. Pipe Corp.*, 304 F.3d 135, 140 (1st Cir. 2002) (appropriate to decide “a systemically important issue as to which this court has not yet spoken”); *In re Recticel Foam Corp.*, 859 F.2d 1000, 1006 (1st Cir. 1988) (“to resolve issues which are both novel and of great public importance.”).

The D.C. Circuit has explained that cases authorize advisory mandamus “where the decision will serve to clarify a question that is likely to confront a number of lower court judges in a number of suits before appellate review is possible, as, for example, where the district judges are in error, doubt, or conflict on the meaning of

a rule of procedure.” *Nat’l Right to Work Legal Def. v. Richey*, 510 F.2d 1239, 1243 (D.C. Cir. 1975).

This petition fits perfectly within this paradigm. The issue presented—whether a plaintiff may ignore the procedural requirements of a state’s long-arm statute and the Hague Convention and instead serve a foreign defendant pursuant to Rule 4(f)(3)—is a basic and undecided question, which has already confronted a number of lower court judges. *See* Section I, *supra* (citing numerous cases).

This procedural question is important to proper judicial administration. If a trial occurs without personal jurisdiction, then the judgment must be reversed and a new trial ordered.

Thousands of patent cases are pending in the district courts, but twenty percent of the new cases are before Judge Albright. *See* Dani Kas, “Judge Albright Now Oversees 20% Of New US Patent Cases,” LAW360, <https://www.law360.com/articles/1361071/judge-albright-now-oversees-20-of-new-us-patent-cases> (Mar. 21, 2021) (identifying more than 8,000 newly filed patent cases in 2020). Approximately 2500 new patent cases were filed in the Eastern and Western Districts of Texas alone in 2020. *Id.* Due to the venue rulings following *TC Heartland*, U.S. defendants are increasingly being sued in other jurisdictions—such as Delaware—meaning a larger percentage of the new patent cases filed in Texas involve foreign defendants. *See id.* (large number of cases also filed in Delaware);

*Supreme Court Decision Will Result in Fewer Patent Suits in Eastern District of Texas*, WOLF GREENFIELD IP ALERTS, <https://www.wolfgreenfield.com/publications/ip-alerts/2017/supreme-court-decision-will-result-in-fewer-patent-suits-in-eastern-district-of-texas> (May 22, 2017) (noting after *TC Heartland* plaintiffs are increasingly suing only foreign parent entities because “[a]s such foreign parent corporations may in some cases be subject to venue in any judicial district, the plaintiff would be able to file suit in the Eastern District of Texas”).

In similar circumstances, the Fifth Circuit explained the need for advisory mandamus to avoid “a drain on judicial manpower”:

The issues presented are basic, they concern the extent of a district court’s power under a newly adopted rule of procedure, and they have not been passed on by this court. . . . District courts within the circuit are in conflict over the questions raised in this case, . . . and the exercise of our ‘expository and supervisory functions’ will limit further disparity. The trial of the present case and similar cases would be lengthy and expensive, causing a heavy burden on the litigants and a drain on judicial manpower.

*United States v. Hughes*, 413 F.2d 1244, 1248-49 (5th Cir. 1969), *vacated as moot sub nom. United States v. Gifford-Hill-Am., Inc.*, 397 U.S. 93 (1970).

Waiting until an appeal of a final judgment to decide the issue—permitting uncertainty among judges and litigations to persist for years—could require numerous new trials and threaten the orderly administration of justice in the district courts. There has been and will undoubtedly be “significant repetition [of this issue

in the district courts] prior to effective review [by this Court].” *Nat’l Right to Work Legal Def.*, 510 F.2d at 1244. Uncertainty about a basic question of procedure cries out for resolution by this Court. The district courts need guidance now. Resolution should come immediately, by writ of mandamus, rather than waiting for an appeal from a final judgment.

**2. Orders concerning service and personal jurisdiction implicate the jurisprudential responsibilities of this Court in the field of patent law.**

Granting this petition for writ of mandamus is consistent with the limits that this Court has recognized on its supervisory authority. In *Innotron*, this Court indicated that it may limit its exercise of the supervisory writ of mandamus to circumstances “in which the patent jurisprudence of this court plays a significant role.” 800 F.2d at 1083-84 (“[T]he ‘proper circumstances’ warranting entertainment by this court of petitions for writs to a district court in a patent case are those, and only those, in which the patent jurisprudence of this court plays a significant role.”).

This Court has explained that *Innotron* articulated only a “discretionary exception” to issuing the writ and “does not, of course, imply that we lack authority to issue the writ.” *In re Princo Corp.*, 478 F.3d 1345, 1352 (Fed. Cir. 2007).

*Innotron* does not weigh against mandamus in these circumstances. The issues of service and personal jurisdiction are “directly related to the conduct of . . . patent infringement proceeding[s].” *Id.* at 1353. The order challenged by this



petition thus “implicat[es] the jurisprudential responsibilities of this court in the field of patent law.” *Innotron*, 800 F.2d at 1084. *Innotron* is no barrier to mandamus.

The issue of how a state’s procedural service requirements, the Hague Convention, and Rule 4(f)(3) should be applied to foreign service and personal jurisdiction must eventually be decided by this Court. It should be decided now, on mandamus, rather than letting uncertainty persist while this Court awaits an appeal from a final judgment.

### CONCLUSION

For the foregoing reasons, this Court should grant this petition for writ of mandamus, directing the district court to dismiss the case.

Dated: July 30, 2021

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### CERTIFICATE OF COMPLIANCE

1. This petition complies with the type-volume limitations of Federal Rule of Appellate Procedure 21(d)(1) because it contains 7,142 words.

2. This brief complies with the typeface requirements of Federal Rule of Appellate Procedure 32(a)(5) and the typestyle requirements of Federal Rule of Appellate Procedure 32(a)(6) because it has been prepared in a proportionally spaced typeface using Microsoft Office Word in Times New Roman 14-point font.

Dated: July 30, 2021

/s/ Julie S. Goldemberg  
Julie S. Goldemberg  
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### PROOF OF SERVICE

In accordance with Federal Circuit Rule 21(a)(2), I hereby certify that on July 30, 2021, I have mailed the foregoing Petition and Appendix by First Class Mail, postage prepaid, or have dispatched it to FedEx for delivery within 3 calendar days to the Honorable Alan D Albright, United States District Judge, and the below counsel of record, at the addresses below:

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Hon. Alan D Albright  
United States District Court  
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Dated: July 30, 2021

/s/ Julie S. Goldemberg  
Julie S. Goldemberg  
Counsel for Petitioner  
OnePlus Technology (Shenzhen) Co.  
Ltd.

Miscellaneous Docket No. \_\_\_\_\_

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**United States Court of Appeals  
for the Federal Circuit**

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IN RE ONEPLUS TECHNOLOGY (SHENZHEN) CO. LTD.,  
*Petitioner.*

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On Petition for a Writ of Mandamus to the U.S. District Court for the Western  
District of Texas in Case Nos. 6-20-CV-00952-ADA, 6-20-CV-00953-ADA,  
6-20-CV-00956-ADA, 6-20-CV-00957-ADA, 6-20-CV-00958-ADA  
Hon. Alan D. Albright

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**APPENDIX IN SUPPORT OF ONEPLUS TECHNOLOGY  
(SHENZHEN) CO. LTD.'S PETITION FOR A WRIT OF  
MANDAMUS**

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

<b>WSOU INVESTMENTS LLC,</b> <i>Plaintiff,</i>	§	
	§	
v.	§	<b>6-20-CV-00952-ADA</b>
	§	<b>6-20-CV-00953-ADA</b>
<b>ONEPLUS TECHNOLOGY</b>	§	<b>6-20-CV-00956-ADA</b>
<b>(SHENZHEN) CO., LTD.,</b>	§	<b>6-20-CV-00957-ADA</b>
<i>Defendant.</i>	§	<b>6-20-CV-00958-ADA</b>

**ORDER DENYING DEFENDANT’S MOTION TO DISMISS**

Came on for consideration before this Court is Defendant OnePlus Technology (Shenzhen) Co., Ltd.’s Motion to Dismiss for Insufficient Service of Process and Lack of Personal Jurisdiction. Def.’s Mot., ECF No. 21<sup>1</sup>. The Court has considered the Motion, all relevant filings, and the applicable law. For the reasons set forth below, the Court **DENIES** the Motion.

**I. BACKGROUND**

Plaintiff WSOU Investments, LLC d/b/a Brazos Licensing and Development filed five separate Complaints against Defendant on October 14, 2020 for patent infringement. Pl.’s Compl., ECF No. 1. This order addresses all five of the Complaints.

WSOU is a Delaware corporation with its principal place of business at 605 Austin Avenue, Suite 6, Waco, Texas 76701. Pl.’s Compl. at ¶ 1. WSOU offers services to patent holders such as license negotiation and management of infringement litigation. *Id.* at ¶ 2. WSOU claims that Shenzhen has been and continues to infringe five of WSOU’s patents by making,

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<sup>1</sup>Defendant Shenzhen filed identical motions in each of five infringement actions between the Parties. Unless otherwise noted, cites in this order refer to the docket in Case No. 6:20-cv-00952-ADA.

using, offering to sell, selling, and/or importing products that literally, or by the doctrine of equivalents, infringe the claims of the patents. *Id.* at ¶ 11.

Shenzhen is a Chinese corporation with its principal place of business located at 18F, Tairan Building, Block C, Tairan 8th Road, Chegongmiao, Futian District, Shenzhen, Guangdong 518040, China. *Id.* at ¶ 2. The five Complaints allege patent infringement of five different United States patents which relate to varying technologies.<sup>2</sup> *Id.* at ¶ 7. WSOU alleges that Shenzhen has committed infringing acts in the Western District of Texas.<sup>3</sup> *Id.* at ¶ 5. Shenzhen has filed the instant motion in each of the five actions.<sup>4</sup>

On December 3, 2020, WSOU filed Motions for Alternative Service under Rule 4(f)(3) in all five cases which the Court granted on December 14, 2020 and December 16, 2020.<sup>5</sup> Order Granting Pl.'s Mot. for Leave to Effect Alt. Serv. Plaintiff requested leave to serve process by e-mailing Defendant's previous U.S. counsel: Attorney Brady Randall Cox at brady.cox@alston.com and Attorney Michael J Newton at mike.newton@alston.com. In its Motion for Alternative Service, Plaintiff stated that Attorneys Cox and Newton represented Defendant in the United States as recently as October 26, 2020 in the Eastern District of Texas. Pl.'s Mot. at 2, ECF No. 8. Plaintiff also requested leave to serve Defendant's authorized agent for service at Defendant's U.S. address at OnePlus Global, 1295 Martin Luther King Dr, Hayward CA 94541. *Id.* at 4. The Court granted Plaintiff's Motion and Plaintiff subsequently sent e-mails to Attorneys Cox and Newton and additionally served process through personal

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<sup>2</sup>In Case No. 6:20-cv-00952, WSOU asserts U.S. Patent No. 8,149,776. In Case No. 6:20-cv-00953, WSOU asserts U.S. Patent No. 8,767,614. In Case No. 6:20-cv-00956, WSOU asserts U.S. Patent No. 7,477,876. In Case No. 6:20-cv-00957, WSOU asserts U.S. Patent No. 8,712,708. In Case No. 6:20-cv-00958, WSOU asserts U.S. Patent No. 9,231,746.

<sup>3</sup>The asserted patents and WSOU's claim for infringement of each of the asserted patents are discussed fully in WSOU's complaints in each of the five actions.

<sup>4</sup>Case No. 6: 6:20-cv-00952, ECF No. 21; Case No. 6:20-cv-00953, ECF No. 20; Case No. 6:20-cv-00956, ECF No. 20; Case No. 6:20-cv-00957, ECF No. 20; Case No. 6:20-cv-00958, ECF No. 20.

<sup>5</sup>Respectively, case nos. 6:20-cv-00952 and -00953, and case nos. 6:20-cv-00956, -00957, and -00958.



delivery to OnePlus's authorized agent for service in the U.S., Geoffrey Maely. Pl.'s Summons, ECF No. 11.

On January 8, 2021, WSOU filed five returned executed Summonses, having effectuated alternate service of process according to the methods requested in its Motion. Pl.'s Summons. On February 26, 2021, Defendant specially appeared and filed its Motion to Dismiss due to invalid service of process and therefore lack of personal jurisdiction. Def.'s Mot., ECF No. 21. Defendant now moves for dismissal pursuant to Federal Rules of Civil Procedure 12(b)(2) and 12(b)(5). *Id.*

For the reasons discussed below, the Court finds that Plaintiff adequately served Defendant via alternative service as authorized by the Court.

## **II. LEGAL STANDARD**

Service of process on a foreign defendant must comply with: (1) the Federal Rules of Civil Procedure; (2) international agreements entered into by the United States and the relevant foreign country; and (3) the due process protections afforded by the United States Constitution.

### **A. Federal Rules of Civil Procedure**

In reviewing the Rule 12 motion, the district court accepts all well-pleaded facts as true and views the facts in light most favorable to the plaintiff. Fed. R. Civ. P. 12(h); *Lisson v. ING Groep N.V.*, 262 Fed. Appx. 567, 570 (5th Cir. 2007).

#### **1. Personal Jurisdiction**

For the Court to have personal jurisdiction, a defendant must be properly served consistent with the United States Constitution and laws. Fed. R. Civ. P. 4(k). A non-resident defendant must maintain its objection to personal jurisdiction while participating in litigation without submitting to the court's jurisdiction. *Haliburton Energy Servs., Inc. v. Ironshore Specialty Ins. Co.*, 921 F.3d 522, 540 (5th Cir. 2019). A court has personal jurisdiction over a

party when that party has established such contacts with the state that the form of substituted service adopted there gives reasonable assurance that the notice will be actual. *Int'l Shoe Co. v. Washington*, 326 U.S. 310, 320 (1945).

## **2. Alternative Service**

In addition to means of service authorized by the Hague Convention, a court may allow service of process on foreign defendants according to Fed. R. Civ. P. 4(f)(3) “by other means not prohibited by international agreement.” Fed. R. Civ. P. 4(f)(1). Rule 4(f)(3) is not subsumed within or in any way dominated by Rule 4(f)’s other subsections; it stands independently on equal footing. *Nuance Communs., Inc. v. Abby Software House*, 626 F.3d 1222 (Fed. Cir. 2010). Rule 4(f)(3) permits a party to use an alternative method of service if the party (1) obtains permission of the court and (2) the method is not otherwise prohibited by international agreement. Fed. R. Civ. P. 4(f)(3). So long as the method of service is not prohibited by international agreement, the Court has considerable discretion to authorize an alternative means of service. *Terrestrial Comms LLC v. NEC Corp.*, No. 6:19-CV-00597-ADA, 2020 U.S. Dist. LEXIS 110983, at \*3–4 (W.D. Tex. June 24, 2020).

## **B. The Hague Convention**

Service of process on a foreign defendant pursuant to the Hague Convention is mandatory only if the method of serving process involves the transmittal of documents abroad. *Sheets v. Yamaha Motors Corp.*, 891 F.2d 533, 537 (5th Cir. 1990). In other words, if a foreign defendant can be served under state law without transmitting documents abroad, the Hague Convention is inapplicable. *Volkswagenwerk Aktiengesellschaft v. Schlunk*, 486 U.S. 694, 707 (1988). The Hague Convention does not preempt methods of service on domestic agents that are valid under state law or constitutional requirements of due process. *Id.* at 707. For plaintiffs that request leave to effectuate alternate service of process, service under Rule 4(f)(3) is equally as

acceptable as complying with the Court's authorization by adhering to the Texas Long Long-Arm statute or Constitutional due process. *See McBride v. Wille*, No. SA-13-CV-0986-DAE, 2013 U.S. Dist. LEXIS 195513, at \*5 (W.D. Tex. Dec. 2, 2013).<sup>6</sup>

### C. Constitutional Due Process

When a court authorizes alternate service of process, the plaintiff's request is analyzed through traditional notions of due process, satisfied when efforts at giving notice provide fundamental fairness by exhibiting a reasonable probability of actual notice. *Terrestrial*, 2020 U.S. Dist. LEXIS 110983 at \*6. The due process analysis determines whether traditional notions of fair play and substantial justice have been offended when asserting personal jurisdiction over a defendant. *Burnham v. Superior Court of Cal.*, 495 U.S. 604, 622 (1990).

Because the claims were brought in the Western District of Texas, an alternative method of service of process is valid if it complies with Texas' long-arm statute. The Texas Long-Arm statute is interpreted to reach as far as the federal constitutional requirements of due process will allow. *Terrestrial*, 2020 U.S. Dist. LEXIS 110983 at \*7.

An aspect of due process is ensuring that alternate methods of service of process comport with the principle of comity. *Kreimerman v. Casa Veerkamp, S.A. de C.V.*, 22 F.3d 634, 643–44 (5th Cir. 1994). Because determinations regarding alternate service under Federal Rule of Civil Procedure 4(f)(3) are conferred to the discretion of the Court, a district court can direct alternative means of service that comply with due process without violating principles of comity. *See James Avery Craftsman, Inc. v. Sam Moon Trading Enters.*, No. SA-16-cv-00463-OLG, 2018 U.S. Dist. LEXIS 219083, at \*8 (W.D. Tex. July 5, 2018).

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<sup>6</sup>See also *Brookshire Bros., Ltd. v. Chiquita Brands, Int'l*, 2007 WL 1577771, at \*2 (S.D. Fla. May 31, 2007); *RSM Prod. Corp. v. Fridman*, 2007 WL 2295907, at \*6 (S.D.N.Y. Aug. 10, 2007); *LG Elecs, Inc. v. Asko Appliances, Inc.*, 2009 WL 1811098, at \*4 (D. Del. June 23, 2009)

### III. ANALYSIS

As authorized by this Court, WSOU's alternate service of process on Shenzhen complies with: (1) the Federal Rules of Civil Procedure; (2) international agreements entered into by the United States and China; and (3) the due process protections afforded by the United States Constitution and the Texas Long-Arm Statute. As a result, service of process on Defendant was proper and this Court has personal jurisdiction over the parties in this case.

As a threshold matter, when a Rule 12 motion fails to assert lack of personal jurisdiction, improper venue, or sufficient process, the defendant waives those defenses. *See* Fed. R. Civ. P. 12(h); *West v. Velo Enter. Co.*, No. 5:13-CV-00024-OLG, 2013 U.S. Dist. LEXIS 203330, at \*4–5 (W.D. Tex. Aug. 29, 2013). Shenzhen specially appeared to object to this Court's personal jurisdiction due to ineffective service of process. Def.'s Mot., ECF No. 21. The Court finds that Shenzhen has preserved its objection.

#### ***A. WSOU's alternate service of process complies with the Federal Rules of Civil Procedure.***

A non-resident defendant must be properly served according to Federal Rules of Civil Procedure Rules 4(h) and 4(f). First, Rule 4(h) states “unless federal law provides otherwise . . . a foreign corporation . . . must be served (1) in a judicial district of the United States or (2) at a place not within any judicial district of the United States, in any manner prescribed by Rule 4(f) for serving an individual”. Fed. R. Civ. P. 4(h). Rule 4(f)(1) states “unless federal law provides otherwise, an individual . . . may be served at a place not within any judicial district of the United States by any internationally agreed means of service that is reasonably calculated to give notice, such as those authorized by the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents.” Fed. R. Civ. P. 4(f)(1). In addition to means of service authorized

by the Hague Convention, a court may allow service of process on foreign defendants “by other means not prohibited by international agreement.” Fed. R. Civ. P. 4(f)(1). Federal Rule of Civil Procedure 4(f)(3) permits a party to use an alternative method of service if the party (1) obtains permission of the court and (2) the method is not otherwise prohibited by international agreement. Fed. R. Civ. P. 4(f)(3).

When a plaintiff requests and a Court grants alternate service of process, service of process using a method not prohibited by international agreement comports with principles of due process. *Terrestrial*, 2020 U.S. Dist. LEXIS 110983 at \*4. If a plaintiff has evidence of an attorney-client relationship between a foreign defendant and domestic counsel, a common method of service is service of process on a defendant’s United States based attorney. *See In re Potash Antitrust Litig.*, 667 F. Supp. 2d 907, 931 (N.D. Ill. 2009)<sup>7</sup>. By effecting service of process on a corporation’s known U.S. counsel, a corporation is reasonably certain to be apprised of the pending actions, if it is not already aware of them. *Terrestrial*, 2020 U.S. Dist. LEXIS 110983 at \*10–11; *STC.UNM v. Taiwan Semiconductor Mfg. Co. Ltd.*, No. 6:19-CV-00261-ADA, 2019 U.S. Dist. LEXIS 231994, at \*6 (W.D. Tex. May 29, 2019). The Court granted Plaintiff’s Motion for Leave to Effect Alternative Service and ordered an alternative method of service of process. Order Granting Pl.’s Mot. for Leave to Effect Alt. Serv. Plaintiff’s alternate service of process on Defendant complies with Federal Rule of Civil Procedure 4(f)(3) because the alternate service was Court ordered.

**B. *WSOU’s alternate service of process complies with the international agreements entered into by the United States and China.***

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<sup>7</sup>See also *Brookshire Bros., Ltd. v. Chiquita Brands, Int’l*, 2007 WL 1577771, at \*2 (S.D. Fla. May 31, 2007); *RSM Prod. Corp. v. Fridman*, 2007 WL 2295907, at \*6 (S.D.N.Y. Aug. 10, 2007); *LG Elecs, Inc. v. Asko Appliances, Inc.*, 2009 WL 1811098, at \*4 (D. Del. June 23, 2009).

The United States and China are both signatories to the Hague Convention, an international treaty that specifies a method of service of process on residents of signatory countries. Convention on Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, 20 U.S.T. 361. There is no factual dispute that Plaintiff did not attempt service of process through the Hague Convention. Pl.'s Resp., ECF No. 23. If Plaintiff attempted service of process through the Hague, Plaintiff would have expended significant time and effort to translate its documents to Chinese and send them to the Chinese Central Authority for service of process. Because China has objected to several forms of alternate service delineated in Article 10, Plaintiff's only option would have been to send physical documents to the Chinese Central Authority. *Id.* at Art. 10. However, China has not expressly objected to e-mail service of process to Chinese corporations under the Hague Convention. *Id.* Additionally, the Hague Convention is not implicated when a Chinese corporation has a domestic subsidiary or a local agent for service of process. *See* 20 U.S.T. 361.

Moreover, this Court has held that seeking to avoid unnecessary delay and expense in serving a foreign defendant through the Hague Convention is a valid reason to grant a request for alternative service of process. *Affinity Labs of Tex., LLC v. Nissan N. Am. Inc.*, No. WA:13-CV-369, 2014 U.S. Dist. LEXIS 185740, at \*4 (W.D. Tex. July 2, 2014). Notably, attempting service under the Hague Convention is not a prerequisite to requesting alternative service. *See id.* at \*1. Here, WSOU requested alternate service of process by email to Shenzhen's prior domestic counsel. Pl.'s Mot. at 3. (citation) The Hague Convention does not prohibit service on a foreign corporation through its U.S. counsel, in-house counsel, or a wholly owned U.S. subsidiary. *See STC.UNM v. Taiwan Semiconductor Mfg. Co. Ltd.*, No. 6:19-cv-00261-ADA (W.D. Tex. May 29, 2019). As a result, WSOU's e-mail service of process to Shenzhen's prior domestic counsel

was not prohibited by the Hague Convention. Therefore, this form of service of process on a Chinese defendant is not prohibited by an international agreement.

***C. WSOU's alternate service of process complies with the due process protections afforded by the United States Constitution and the Texas Long-Arm Statute.***

Courts interpret the Texas Long-Arm statute to reach as far as the federal constitutional requirements of due process will allow. *Terrestrial*, 2020 U.S. Dist. LEXIS 110983 at \*7 For plaintiffs that request leave to effectuate alternate service of process, service under Rule 4(f)(3) is equally as acceptable as complying with the Texas Long Arm Statute. *See McBride v. Wille*, No. SA-13-CV-0986-DAE, 2013 U.S. Dist. LEXIS 195513, at \*5 (W.D. Tex. Dec. 2, 2013). To meet due process requirements for service of process, the method of service approved by the district court must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). E-mail on the domestic counsel of a foreign defendant complies with constitutional notions of due process, because it is reasonably calculated to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. *See Terrestrial*, 2020 U.S. Dist. LEXIS 110983 at \*11.

Here, pursuant to the Court's order, WSOU effected service via e-mail on Shenzhen's U.S. attorneys and via registered mail carrier with return receipt upon OnePlus Global, Shenzhen's domestic subsidiary ("OnePlus USA"). Pl.'s Summons, ECF No. 12. In addition, WSOU personally served OnePlus USA's authorized agent for service of process. Pl.'s Summons. WSOU's service of process by e-mailing Shenzhen's former counsel, as well as personal delivery to OnePlus USA's authorized agent for service of process was in accordance with this Court's order authorizing alternate service. These alternative methods of service of

process satisfy constitutional due process because they are reasonably calculated to apprise Defendant of the complaint filed against it.

Another aspect of constitutional due process is ensuring that alternate methods of service of process comport with the principle of comity. *See Kreimerman v. Casa Veerkamp, S.A. de C.V.*, 22 F.3d 634, 643–44 (5th Cir. 1994). Principles of comity are a matter of the court’s discretionary power to determine whether a plaintiff has complied with due process in its efforts to secure service of process upon a foreign defendant. *See UNM Rainforest Innovations v. D-Link Corp.*, No. 6-20-CV-00143-ADA, 2020 WL 3965015, at \*4 (W.D. Tex. July 13, 2020). However, plaintiffs assume the risk that the principle of international comity might hinder their establishment of jurisdiction over defendants. *Id.* citation. As a result of seeking service of process through a method that bypasses the Hague Convention, plaintiffs may also discover that their failure to employ the Convention’s safe harbor procedures makes enforcement of their judgments abroad more difficult. *Id.* In this situation, Plaintiff requested alternate service of process on a Chinese defendant through e-mail to its known and recent domestic U.S. counsel which does not trigger obligations under the Hague Convention, so the principle of comity is not offended. The principle of international comity refers to the spirit of co-operation in which a domestic tribunal approaches the resolution of cases touching the laws and interests of other sovereign states. *Societe Nationale Industrielle Aerospatiale v. United States Dist. Court for S. Dist.*, 482 U.S. 522, 524 (1987). However, the principle of comity does not require plaintiffs to resort to Hague Convention procedures without assessing the particular facts, sovereign interests, and likelihood that resort to those procedures will prove effective in each case. *Id.*

WSOU has filed its complaint in the Western District of Texas, alleging five U.S. Patents have been infringed upon in the United States by Shenzhen. Pl.’s Mot. at 2. It is Plaintiff’s




choice, as the plaintiff is the master of its own complaint, where to seek adjudication of its claim, depending on what its goals are. *See Caterpillar, Inc. v. Williams*, 482 U.S. 386, 395 (1987). WSOU has determined that judgment from the U.S. District Court for the Western District of Texas will be best for its case, in consideration of its respective interests. This consideration is significant, as even Shenzhen states that in the cases it cited regarding the balance between comity and plaintiff's interests, the courts found the plaintiffs' interests outweighed prudential comity concerns." Def.'s Reply at 9, ECF No. 24.

#### IV. CONCLUSION

Here, Plaintiff requested leave from this Court to effect alternative service of process, which this Court granted. Plaintiff has complied with (1) the Federal Rules of Civil Procedure; (2) international agreements entered into by the United States and China; and (3) the due process protections afforded by the United States. As a result, Plaintiff has properly served Defendant.

For the reasons stated above, Defendant's Motion to Dismiss (ECF No. 21) is **DENIED**.  
SIGNED this 8th day of July, 2021.

  
ALAN D ALBRIGHT  
UNITED STATES DISTRICT JUDGE

PATENT

**U.S. District Court [LIVE]  
Western District of Texas (Waco)  
CIVIL DOCKET FOR CASE #: 6:20-cv-00952-ADA**

WSOU Investments LLC v. Oneplus Technology (Shenzhen)  
Co., Ltd.  
Assigned to: Judge Alan D Albright  
Cause: 35:271 Patent Infringement

Date Filed: 10/14/2020  
Jury Demand: Both  
Nature of Suit: 830 Patent  
Jurisdiction: Federal Question

**Plaintiff**

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*doing business as*  
Brazos Licensing and Development

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*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**Oneplus Technology (Shenzhen) Co.,  
Ltd.**

represented by **Elizabeth M. Chiaviello**  
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 ATTORNEY TO BE NOTICED

**Counter Plaintiff**

**Oneplus Technology (Shenzhen) Co., Ltd.**

represented by **Elizabeth M. Chiaviello**  
 (See above for address)  
 LEAD ATTORNEY  
 ATTORNEY TO BE NOTICED

**Jacob Joseph Orion Minne**  
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 LEAD ATTORNEY  
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**Michael J. Lyons**  
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 LEAD ATTORNEY  
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**Ahren C. Hsu-Hoffman**  
 (See above for address)  
 ATTORNEY TO BE NOTICED

V.

**Counter Defendant**

**WSOU Investments LLC**

represented by **Darcy L. Jones**  
 (See above for address)  
 ATTORNEY TO BE NOTICED

**Heather S. Kim**  
 (See above for address)  
 ATTORNEY TO BE NOTICED

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 ATTORNEY TO BE NOTICED

**John W. Downing**  
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**Jonathan K. Waldrop**  
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 ATTORNEY TO BE NOTICED

**Marcus A. Barber**  
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 ATTORNEY TO BE NOTICED

**Isaac Rabicoff**  
 (See above for address)  
 TERMINATED: 01/20/2021  
 ATTORNEY TO BE NOTICED

**Mark D. Siegmund**  
 (See above for address)  
 ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
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10/14/2020	<u>1</u>	COMPLAINT <i>FOR PATENT INFRINGEMENT</i> ( Filing fee \$ 400 receipt number 0542-14066737), filed by WSOU Investments LLC d/b/a Brazos Licensing and Development. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2, # <u>3</u> Exhibit 2-A, # <u>4</u> Exhibit 2-B, # <u>5</u> Exhibit 2-C, # <u>6</u> Exhibit 2-D, # <u>7</u> Exhibit 2-E, # <u>8</u> Exhibit 2-F, # <u>9</u> Exhibit 2-G, # <u>10</u> Exhibit 2-H, # <u>11</u> Civil Cover Sheet)(Rabicoff, Isaac) (Entered: 10/14/2020)
10/14/2020	<u>2</u>	NOTICE of Attorney Appearance by Isaac Rabicoff on behalf of WSOU Investments LLC d/b/a Brazos Licensing and Development (Rabicoff, Isaac) (Entered: 10/14/2020)
10/14/2020	<u>3</u>	RULE 7 DISCLOSURE STATEMENT filed by WSOU Investments LLC d/b/a Brazos Licensing and Development. (Rabicoff, Isaac) (Entered: 10/14/2020)
10/14/2020	<u>4</u>	REQUEST FOR ISSUANCE OF SUMMONS by WSOU Investments LLC d/b/a Brazos Licensing and Development. (Rabicoff, Isaac) (Entered: 10/14/2020)
10/14/2020	<u>5</u>	Notice of Filing of Patent/Trademark Form (AO 120). AO 120 forwarded to the Director of the U.S. Patent and Trademark Office. (Rabicoff, Isaac) (Entered: 10/14/2020)
10/14/2020		Case assigned to Judge Alan D Albright. CM WILL NOW REFLECT THE JUDGE INITIALS AS PART OF THE CASE NUMBER. PLEASE APPEND THESE JUDGE INITIALS TO THE CASE NUMBER ON EACH DOCUMENT THAT YOU FILE IN THIS CASE. (am) (Entered: 10/14/2020)
10/14/2020	<u>6</u>	Standing Order Regarding Notice of Readiness In Patent Cases. Signed by Judge Alan D Albright. (am) (Entered: 10/14/2020)
10/14/2020	<u>7</u>	Summons Issued as to Oneplus Technology (Shenzhen) Co., Ltd.. (am) (Entered: 10/14/2020)
12/03/2020	<u>8</u>	MOTION <i>for Leave to Effect Alternative Service</i> by WSOU Investments LLC. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Proposed Order)(Rabicoff, Isaac) (Entered: 12/03/2020)
12/14/2020		Text Order GRANTING <u>8</u> Motion entered by Judge Alan D Albright. Came on for consideration is Plaintiff's Motion for Leave to Effect Alternate Service. Noting that good cause exists, the Court GRANTS the Motion. (This is a text-only entry generated by the court. There is no document associated with this entry.) (hs) (Entered: 12/14/2020)
12/31/2020	<u>9</u>	MOTION to Substitute Attorney by WSOU Investments LLC. (Attachments: # <u>1</u> Proposed Order)(Rabicoff, Isaac) (Entered: 12/31/2020)
12/31/2020	<u>10</u>	MOTION to Substitute Attorney by WSOU Investments LLC. (Attachments: # <u>1</u> Proposed Order)(Rabicoff, Isaac) Duplicate of <u>9</u> (lad). (Entered: 12/31/2020)
01/08/2021	<u>11</u>	SUMMONS Returned Executed by WSOU Investments LLC. Oneplus Technology (Shenzhen) Co., Ltd. served on 1/6/2021, answer due 1/27/2021. (Siegmund, Mark) (Entered: 01/08/2021)
01/08/2021	<u>12</u>	Amended MOTION to Substitute Attorney by WSOU Investments LLC. (Attachments: # <u>1</u> Proposed Order)(Rabicoff, Isaac) (Entered: 01/08/2021)
01/20/2021	<u>13</u>	Unopposed MOTION for Extension of Time to File Answer re <u>1</u> Complaint, by WSOU Investments LLC. (Attachments: # <u>1</u> Proposed Order)(Siegmund, Mark) (Entered: 01/20/2021)
01/20/2021	<u>14</u>	GRANTING <u>12</u> Motion to Substitute Attorney. Signed by Judge Alan D Albright. (am) (Entered: 01/20/2021)
01/26/2021		Text Order GRANTING <u>13</u> Motion for Extension of Time to Answer entered by Judge Alan D Albright. Came on for consideration is Plaintiff's Motion to extend the time for Defendant to Answer. The Court GRANTS the Motion. Defendant shall have up to and including February 26, 2021 to answer or otherwise respond to Plaintiff's Complaint. (This is a text-only entry generated by the court. There is no document associated with this entry.) (hs) (Entered: 01/26/2021)

01/27/2021		Reset Deadlines: Oneplus Technology (Shenzhen) Co., Ltd. answer due 2/26/2021. (am) (Entered: 01/27/2021)
02/12/2021	<u>15</u>	Standing Order Regarding Filing Documents Under Seal and Redacted Pleadings in Patent Cases. Signed by Judge Alan D Albright. as of 2/12/2021. (bot1) (Entered: 02/24/2021)
02/26/2021	<u>16</u>	NOTICE of Attorney Appearance by Elizabeth M. Chiaviello on behalf of Oneplus Technology (Shenzhen) Co., Ltd.. Attorney Elizabeth M. Chiaviello added to party Oneplus Technology (Shenzhen) Co., Ltd.(pty:dft) (Chiaviello, Elizabeth) (Entered: 02/26/2021)
02/26/2021	<u>17</u>	MOTION to Appear Pro Hac Vice by Elizabeth M. Chiaviello <i>filed on behalf of Michael J. Lyons</i> ( Filing fee \$ 100 receipt number 0542-14532410) by on behalf of Oneplus Technology (Shenzhen) Co., Ltd.. (Chiaviello, Elizabeth) (Entered: 02/26/2021)
02/26/2021	<u>18</u>	MOTION to Appear Pro Hac Vice by Elizabeth M. Chiaviello <i>file on behalf of Jacob Joseph Orion Minne</i> ( Filing fee \$ 100 receipt number 0542-14532437) by on behalf of Oneplus Technology (Shenzhen) Co., Ltd.. (Chiaviello, Elizabeth) (Entered: 02/26/2021)
02/26/2021	<u>19</u>	RULE 7 DISCLOSURE STATEMENT filed by Oneplus Technology (Shenzhen) Co., Ltd.. (Chiaviello, Elizabeth) (Entered: 02/26/2021)
02/26/2021	<u>20</u>	NOTICE of Attorney Appearance by Ahren C. Hsu-Hoffman on behalf of Oneplus Technology (Shenzhen) Co., Ltd.. Attorney Ahren C. Hsu-Hoffman added to party Oneplus Technology (Shenzhen) Co., Ltd.(pty:dft) (Hsu-Hoffman, Ahren) (Entered: 02/26/2021)
02/26/2021	<u>21</u>	MOTION to Dismiss <i>for Insufficient Service of Process and Lack of Personal Jurisdiction</i> by Oneplus Technology (Shenzhen) Co., Ltd.. (Attachments: # <u>1</u> Proposed Order, # <u>2</u> Declaration of Elizabeth M. Chiaviello, # <u>3</u> Exhibit 1, # <u>4</u> Exhibit 2, # <u>5</u> Exhibit 3, # <u>6</u> Exhibit 4, # <u>7</u> Exhibit 5)(Chiaviello, Elizabeth) (Entered: 02/26/2021)
03/03/2021		Text Order GRANTING <u>17</u> Motion to Appear Pro Hac Vice for Attorney Michael J. Lyons for Oneplus Technology (Shenzhen) Co., Ltd. Before the Court is the Motion for Admission Pro Hac Vice. The Court, having reviewed the Motion, finds it should be GRANTED and therefore orders as follows: IT IS ORDERED the Motion for Admission Pro Hac Vice is GRANTED. IT IS FURTHER ORDERED that Applicant, if he/she has not already done so, shall immediately tender the amount of \$100.00, made payable to: Clerk, U.S. District Court, in compliance with Local Rule AT-I (f)(2). Pursuant to our Administrative Policies and Procedures for Electronic Filing, the attorney hereby granted to practice pro hac vice in this case must register for electronic filing with our court within 10 days of this order entered by Judge Alan D Albright. (This is a text-only entry generated by the court. There is no document associated with this entry.) (mm6) (Entered: 03/03/2021)
03/03/2021		Text Order GRANTING <u>18</u> Motion to Appear Pro Hac Vice for Attorney Jacob Joseph Orion Minne for Oneplus Technology (Shenzhen) Co., Ltd. Before the Court is the Motion for Admission Pro Hac Vice. The Court, having reviewed the Motion, finds it should be GRANTED and therefore orders as follows: IT IS ORDERED the Motion for Admission Pro Hac Vice is GRANTED. IT IS FURTHER ORDERED that Applicant, if he/she has not already done so, shall immediately tender the amount of \$100.00, made payable to: Clerk, U.S. District Court, in compliance with Local Rule AT-I (f)(2). Pursuant to our Administrative Policies and Procedures for Electronic Filing, the attorney hereby granted to practice pro hac vice in this case must register for electronic filing with our court within 10 days of this order entered by Judge Alan D Albright. (This is a text-only entry generated by the court. There is no document associated with this entry.) (mm6) (Entered: 03/03/2021)
03/09/2021	<u>22</u>	STATUS REPORT ( <i>Case Readiness Status Report</i> ) by WSOU Investments LLC. (Siegmond, Mark) (Entered: 03/09/2021)
03/12/2021	<u>23</u>	Response in Opposition to Motion, filed by WSOU Investments LLC, re <u>21</u> MOTION to Dismiss <i>for Insufficient Service of Process and Lack of Personal Jurisdiction</i> filed by Defendant Oneplus Technology (Shenzhen) Co., Ltd. / Plaintiff WSOU Investments, LLC D/B/A Brazos Licensing And Development's Opposition To

		<i>Defendant OnePlus Technology (Shenzhen) Co., Ltd.'s Motion To Dismiss For Insufficient Service Of Process And Lack Of Personal Jurisdiction</i> (Attachments: # <u>1</u> Proposed Order)(Waldrop, Jonathan) (Entered: 03/12/2021)
03/19/2021	<u>24</u>	REPLY to Response to Motion, filed by Oneplus Technology (Shenzhen) Co., Ltd., re <u>21</u> MOTION to Dismiss <i>for Insufficient Service of Process and Lack of Personal Jurisdiction</i> filed by Defendant OnePlus Technology (Shenzhen) Co., Ltd. (Lyons, Michael) (Entered: 03/19/2021)
05/25/2021	<u>25</u>	Joint MOTION <i>For Entry Of Disputed Proposed Scheduling Order</i> by WSOU Investments LLC. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C)(Waldrop, Jonathan) (Entered: 05/25/2021)
06/16/2021	<u>26</u>	Standing Order regarding Scheduling Order. Signed by Judge Alan D Albright. (Entered: 06/17/2021)
07/08/2021	<u>27</u>	ORDER DENYING <u>21</u> Motion to Dismiss Signed by Judge Alan D Albright. (lad) (Entered: 07/08/2021)
07/22/2021	<u>28</u>	Joint MOTION to Amend/Correct <i>Scheduling Order</i> by WSOU Investments LLC. (Attachments: # <u>1</u> Exhibit A)(Waldrop, Jonathan) (Entered: 07/22/2021)
07/22/2021	<u>29</u>	ANSWER to <u>1</u> Complaint, with Jury Demand <i>Defendant's Answer to Complaint and Counterclaims</i> , COUNTERCLAIM against WSOU Investments LLC by OnePlus Technology (Shenzhen) Co., Ltd..(Chiaviello, Elizabeth) (Entered: 07/22/2021)



**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

<b>WSOU Investments, LLC d/b/a Brazos Licensing and Development,</b>  Plaintiff,  v.  <b>OnePlus Technology (Shenzhen) Co., Ltd.,</b>  Defendant.	Case No. 6:20-cv-952  Patent Case  Jury Trial Demanded
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**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff WSOU Investments, LLC d/b/a Brazos Licensing and Development (“Plaintiff”), through its attorneys, complains of OnePlus Technology (Shenzhen) Co., Ltd. (“Defendant”), and alleges the following:

**PARTIES**

1. Plaintiff WSOU Investments, LLC d/b/a Brazos Licensing and Development is a corporation organized and existing under the laws of Delaware that maintains its principal place of business at 605 Austin Avenue, Suite 6, Waco, Texas 76701.

2. Defendant OnePlus Technology (Shenzhen) Co., Ltd. is a corporation organized and existing under the laws of China that maintains an established place of business at 18F, Tairan Building, Block C, Tairan 8th Road, Chegongmiao, Futian District Shenzhen, Guangdong, 518040, China.

**JURISDICTION**

3. This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code.



4. This Court has exclusive subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

5. This Court has personal jurisdiction over Defendant because it has engaged in systematic and continuous business activities in this District. As described below, Defendant has committed acts of patent infringement giving rise to this action within this District.

#### **VENUE**

6. Venue is proper in this District under 28 U.S.C. § 1400(b) because Defendant has committed acts of patent infringement in this District, and has an established place of business in this District.

#### **PATENT-IN-SUIT**

7. Plaintiff is the assignee of all right, title and interest in United States Patent No. 8,149,776 (the “Patent-in-Suit”); including all rights to enforce and prosecute actions for infringement and to collect damages for all relevant times against infringers of the Patent-in-Suit. Accordingly, Plaintiff possesses the exclusive right and standing to prosecute the present action for infringement of the Patent-in-Suit by Defendant.

#### **THE ’776 PATENT**

8. The ’776 Patent is entitled “Method, apparatus and computer program for user equipment access channel procedures,” and issued 04/03/2012. The application leading to the ’776 Patent was filed on 05/12/2009. A true and correct copy of the ’776 Patent is attached hereto as Exhibit 1 and incorporated herein by reference.

9. The ’776 Patent is valid and enforceable.

#### **COUNT 1: INFRINGEMENT OF THE ’776 PATENT**

10. Plaintiff incorporates the above paragraphs herein by reference.

11. **Direct Infringement.** Defendant has been and continues to directly infringe one or more claims of the '776 Patent in at least this District by making, using, offering to sell, selling and/or importing, without limitation, at least the Defendant products identified in the charts incorporated into this Count below (among the "Exemplary Defendant Products") that infringe at least the exemplary claims of the '776 Patent also identified in the charts incorporated into this Count below (the "Exemplary '776 Patent Claims") literally or by the doctrine of equivalents. On information and belief, numerous other devices that infringe the claims of the '776 Patent have been made, used, sold, imported, and offered for sale by Defendant and/or its customers.

12. Defendant also has and continues to directly infringe, literally or under the doctrine of equivalents, the Exemplary '776 Patent Claims, by having its employees internally test and use these Exemplary Products.

13. **Actual Knowledge of Infringement.** The service of this Complaint upon Defendant constitutes actual knowledge of infringement as alleged here.

14. Despite such actual knowledge, Defendant continues to make, use, test, sell, offer for sale, market, and/or import into the United States, products that infringe the '776 Patent. On information and belief, Defendant has also continued to sell the Exemplary Defendant Products and distribute product literature and website materials inducing end users and others to use its products in the customary and intended manner that infringes the '776 Patent. *See* Exhibit 2 (described below).

15. **Induced Infringement.** Defendant therefore actively, knowingly, and intentionally has been and continues to induce infringement of the '776 Patent, literally or by

the doctrine of equivalents, by selling Exemplary Defendant Products to their customers for use in end-user products in a manner that infringes one or more claims of the '776 Patent.

16. **Contributory Infringement.** Defendant therefore actively, knowingly, and intentionally has been and continues materially contribute to their own customers infringement of the '776 Patent, literally or by the doctrine of equivalents, by selling Exemplary Defendant Products to their customers for use in end-user products in a manner that infringes one or more claims of the '776 Patent. The Exemplary Defendant Products are especially made or adapted for infringing the '776 Patent and have no substantial non-infringing use. For example, in view of the preceding paragraphs, the Exemplary Defendant Products contain functionality which is material to at least one claim of the '776 Patent.

17. Exhibit 2 includes charts comparing the Exemplary '776 Patent Claims to the Exemplary Defendant Products. As set forth in these charts, the Exemplary Defendant Products practice the technology claimed by the '776 Patent. Accordingly, the Exemplary Defendant Products incorporated in these charts satisfy all elements of the Exemplary '776 Patent Claims.

18. Plaintiff therefore incorporates by reference in its allegations herein the claim charts of Exhibit 2.

19. Plaintiff is entitled to recover damages adequate to compensate for Defendants infringement.

#### **JURY DEMAND**

20. Under Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff respectfully requests a trial by jury on all issues so triable.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests the following relief:

- A. A judgment that the '776 Patent is valid and enforceable
- B. A judgment that Defendant has infringed directly, contributorily, and/or induced infringement of one or more claims of the '776 Patent;
- C. An accounting of all damages not presented at trial;
- D. A judgment that awards Plaintiff all appropriate damages under 35 U.S.C. § 284 for Defendants past infringement with respect to the '776 Patent.
- E. A judgment that awards Plaintiff all appropriate damages under 35 U.S.C. § 284 for Defendants continuing or future infringement, up until the date such judgment is entered with respect to the '776 Patent, including pre- or post-judgment interest, costs, and disbursements as justified under 35 U.S.C. § 284;
- F. And, if necessary, to adequately compensate Plaintiff for Defendants infringement, an accounting:
  - i. that this case be declared exceptional within the meaning of 35 U.S.C. § 285 and that Plaintiff be awarded its reasonable attorneys fees against Defendant that it incurs in prosecuting this action;
  - ii. that Plaintiff be awarded costs, and expenses that it incurs in prosecuting this action; and
  - iii. that Plaintiff be awarded such further relief at law or in equity as the Court deems just and proper.

Dated: October 14, 2020

Respectfully submitted,

/s/ Isaac Rabicoff

Isaac Rabicoff

**Rabicoff Law LLC**

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**Counsel for Plaintiff**

**WSOU Investments, LLC d/b/a Brazos Licensing and  
Development**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

WSOU INVESTMENTS, LLC, d/b/a  
BRAZOS LICENSING AND  
DEVELOPMENT,

Plaintiff,

v.

ONEPLUS TECHNOLOGY (SHENZHEN)  
CO., LTD.,

Defendant.

Case No. 6:20-cv-00952-ADA

**JURY TRIAL DEMANDED**

**PLAINTIFF'S MOTION FOR LEAVE TO  
EFFECT ALTERNATIVE SERVICE ON DEFENDANT**

Plaintiff WSOU Investments, LLC d/b/a Brazos Licensing and Development (“Plaintiff” or “Brazos”), files this Motion and respectfully seeks leave to serve the summons and complaint on Defendant OnePlus Technology (Shenzhen) Co., Ltd. (“Defendant” or “OnePlus”) through its U.S. Counsel and/or on its U.S. subsidiary as follows:

**I. BACKGROUND**

Plaintiff WSOU Investments, LLC d/b/a Brazos Licensing and Development is a Delaware limited liability corporation organized with its principal place of business at 605 Austin Avenue, Suite 6, Waco, Texas 76701. DE 1 at ¶ 1.

Defendant OnePlus Technology (Shenzhen) Co., Ltd. is a Chinese corporation with a principal place of business located at 18F, Tairan Building, Block C, Tairan 8th Road, Chegongmiao, Futian District Shenzhen, Guangdong, 518040, China. On information and belief,

Defendant acts in concert to make, use, test, sell, offer for sale, market, and/or import the accused products into the United States, the State of Texas, and this judicial district. *Id.* at ¶¶ 2, 5, 11.

On October 14, 2020, Plaintiff filed a complaint in this Court alleging claims for patent infringement against Defendant. *Id.* Plaintiff respectfully requests leave to effect service upon Defendant through the alternative means of emailing previous U.S. counsel for Defendant: Messrs. Brady Randall Cox, brady.cox@alston.com and Michael J Newton, mike.newton@alston.com. Messrs. Cox and Newton represented Defendant in the United States as recently as October 26, 2020 and are members of the Alston & Bird law firm. *See* Group Exhibit A, OnePlus's Rule 7.1 Disclosure Statement and Unopposed Application for Extension of Time to Answer Complaint. Plaintiff also respectfully requests, as an additional method, or in the alternative, for leave to effect service upon Defendant through Defendant's U.S. address at OnePlus Global, 1295 Martin Luther King Dr, Hayward CA 94541.

## **II. EVIDENCE**

Plaintiff attaches as Group Exhibit A OnePlus's Unopposed Application for Extension of Time to Answer Complaint executed on September 4, 2020, by Mr. Brady Cox, and Rule 7.1 Disclosure Statement, executed on October 21, 2020, by Mr. Michael J. Newton in *Altpass v. OnePlus Technology (Shenzhen) Co., Ltd.*, Case No. 2:20-CV-0105-JRG (E.D.T.X.).

Plaintiff attaches as Exhibit B the California Secretary of State search results for the U.S. address of OnePlus - OnePlus Global, 1295 Martin Luther King Dr, Hayward CA 94541. *See* Ex. B (<https://businesssearch.sos.ca.gov/CBS/Detail>).

## **III. LEGAL STANDARD**

Rule 4(h) of the Federal Rules of Civil Procedure governs service of process on corporations, partnerships, or associations. Fed. R. Civ. P. 4(h). Pursuant to Rule 4(h)(2), serving a domestic or foreign corporation, or a partnership or other unincorporated incorporation "at a

place not within any judicial district of the United States” must be done “in any manner prescribed by Rule 4(f) for serving an individual, except personal delivery under (f)(2)(C)(i).” Fed. R. Civ. P. 4(h)(2). Rule 4(f)(3) provides that the Court may authorize service on a foreign individual “by other means not prohibited by international agreement.” Fed. R. Civ. P. 4(f)(3). “Thus, so long as the method of service is not prohibited by international agreement the Court has considerable discretion to authorize an alternative means of service.” Order Granting Plaintiff’s Motion for Leave to Effect Alternative Service on Defendant Taiwan Semiconductor Manufacturing Company Limited at 1, *STC.UNM v. Taiwan Semiconductor Mfg. Co. Ltd.*, No. 6:19-cv-00261-ADA (W.D. Tex. May 29, 2019), DE 13 (citing *Rio Properties Inc. v. Rio Int’l Interlink*, 284 F.3d 1007, 1014 (9th Cir. 2002)). A plaintiff does not have to attempt to effect service under Rule 4(f)(1) or Rule 4(f)(2) before requesting authorization of an alternative method of service under Rule 4(f)(3). *Id.* at 2 (citing *Rio Properties, Inc.*, 284 F.3d at 1015 (“[E]xamining the language and structure of Rule 4(f) and the accompanying advisory committee notes, we are left with the inevitable conclusion that service of process under Rule 4(f)(3) is neither a ‘last resort’ nor ‘extraordinary relief.’ It is merely one means among several which enables service of process on an international defendant.”). In the end, the Court may authorize any alternative method of service that is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Additionally, district courts have routinely allowed alternative service upon foreign corporations to be accomplished by serving a United States subsidiary or affiliate of a foreign entity.<sup>1</sup>

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<sup>1</sup> See, e.g., *Nuance Commc’ns, Inc. v. Abby Software House*, 626 F.3d 1222, 1239 (Fed. Cir. 2010) (collecting cases allowing service of foreign entities through domestic subsidiaries and counsel); *Lisson v. Stream SICAV v. Wang*, 989 F. Supp. 2d 264, 280 (S.D.N.Y. 2013) (service of Chinese corporate executive allowed via corporation’s registered agent in US); *In re GLG Life Tech Corp. Sec. Litig.*, 287 F.R.D. 262, 266 (S.D.N.Y. 2012) (authorizing service on



#### IV. ARGUMENT AND AUTHORITIES

##### A. Plaintiff's proposed alternative service under Rule 4(f)(3).

Plaintiff seeks to serve Defendant using the following method: via email on Messrs. Brady Randall Cox, brady.cox@alston.com, and Michael J Newton, mike.newton@alston.com. These individuals represented Defendant in the United States as recently as October 26, 2020 and are members of the Alston & Bird law firm.

Plaintiff, either in the alternative or as an additional means of service, seeks to serve Defendant at its U.S. address by a known mail delivery provider with signature and return of receipt, such as Federal Express.

In the present case, either of Plaintiff's requested methods of service, on their own, is sufficient to satisfy due process. Together, the methods will be more than sufficient to (more than) reasonably inform OnePlus of this action and to provide an opportunity to defend against it.

##### B. Alternative service of process is justified for Defendant.

Defendant is an entity organized and existing under foreign laws: OnePlus, DE 1 at ¶ 2. The Hague Convention—nor any other international agreement—does not prohibit service on a foreign corporation through its U.S. counsel, in-house counsel, or a wholly-owned U.S. subsidiary. *See* Order Granting Plaintiff's Motion for Leave to Effect Alternative Service on Defendant Taiwan Semiconductor Manufacturing Company Limited at 2-3, *STC.UNM v. Taiwan Semiconductor Mfg. Co. Ltd.*, No. 6:19-cv-00261-ADA (W.D. Tex. May 29, 2019), DE 13.

Furthermore, serving Defendant through alternative means is justified because the proposed method “will provide reasonable notice and an opportunity to be heard.” *Id.* at 3 (citing

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CEO living in China via service to his company's registered domestic agent and counsel); *In re LDK Solar Secs. Litig.*, No. C07-05182 WHA, 2008 WL 2415186, at \*4 (N.D. Cal. June 12, 2008) (service on six Chinese defendants through California subsidiary granted).

*Affinity Labs of Texas, LLC v. Nissan N. Am., Inc.*, No. WA:13-CV- 369, 2014 WL 1132502, at \*3 (W.D. Tex. July 2, 2014) (“Due process requires that notice be ‘reasonably calculated, under all circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’”) (quoting *Mullane*, 339 U.S. at 314)). Several courts, including this Court, have permitted effecting service of process upon companies via email. In *Terrestrial Comms LLC v. NEC Corporation*, this Court reasoned that email service upon counsel for NEC Corporation was authorized because “[d]istrict courts routinely direct service on an international defendant’s counsel under Rule 4(f)(3) even if the counsel has not been expressly authorized to accept service on the defendant’s behalf.” See *Terrestrial Comms LLC v. NEC Corporation*, 6:20-cv-00096-ADA (W.D. Tex. June 24, 2020), DE 15 at p. 6. The Court further explained the key analysis to consider was whether the defendant is reasonably certain to be informed of the pending lawsuits so that it can present its objections and found that effecting service of process on defendant’s known U.S. counsel would allow defendant to be reasonably certain to be apprised of the pending actions. *Id.* at 7-8; *Fourte Int’l Ltd. BVI v. Pin Shine Indus. Co.*, No. 18-CV-00297-BAS-BGS, 2019 WL 246562, at \*3 (S.D. Cal. Jan. 17, 2019) (allowing email service on local counsel of foreign company); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, 270 F.R.D. 535, 536-38 (N.D. Cal. 2010) (allowing service on U.S. Counsel of foreign company); *Alu, Inc. v. Kupo Co.*, No. 6:06-cv-327-ORL28DAB, 2007 WL 177836, at \*3-4 (M.D. Fla. Jan. 19, 2007) (allowing email service on a foreign corporation). Email is not only a permissible means of alternative service but has been considered one of the best forms of alternative service because it is “aimed directly and instantly” at the foreign defendant. *Rio Properties, Inc.*, 284 F.3d at 1018.

In the present case, Messrs. Brady Cox and Michael J Newton, have represented Defendant with respect to cases filed against Defendant in the United States. Emailing Messrs.Cox and

Newton will thus apprise Defendant of this action—satisfying Rule 4(f)(3). Accordingly, alternative service of process on Defendant is justified.

Further, OnePlus operates in the United States through a California-based location. *See* Exhibit B (California Secretary of State search results for the U.S. address of One Plus - OnePlus Global, 1295 Martin Luther King Dr, Hayward CA 94541. *See* Ex. B (<https://businesssearch.sos.ca.gov/CBS/Detail>). Because court-ordered service on the foreign defendant may be, and is regularly, made on Defendant's domestic subsidiaries, Plaintiff should also be allowed to serve OnePlus by effectuating service on OnePlus location in California as it will meet the constitutional threshold of due process and satisfy rule 4(f)(3). *See Affinity Labs*, 2014 WL 11342502, at \*4; *see also* Order Granting Plaintiff's Motion for Leave to Effect Alternative Service on Defendant Taiwan Semiconductor Manufacturing Company Limited at 2-3, *STC.UNM v. Taiwan Semiconductor Mfg. Co. Ltd.*, No. 6:19-cv-00261-ADA (W.D. Tex. May 29, 2019), ECF No. 13.

## **V. CONCLUSION**

For the foregoing reasons, Plaintiff respectfully requests the Court to grant this motion and enter an order authorizing alternative service of process on Defendant OnePlus through (1) e-mail upon U.S. counsel for Defendant and/or (2) through service on Defendant's U.S. location pursuant to Rule 4(f)(3).

Dated: December 3, 2020

Respectfully submitted,

/s/ Isaac Rabicoff

Isaac Rabicoff

**Rabicoff Law LLC**

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Alexandria, VA 22315

(773) 669-4590

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**Counsel for Plaintiff**

**WSOU Investments, LLC d/b/a Brazos Licensing and  
Development**

**CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of the foregoing document was served on all parties who have appeared in this case on December 3, 2020, via the Court's CM/ECF system.

/s/ Isaac Rabicoff  
Isaac Rabicoff

# EXHIBIT 1

## PRINT

Contracting Parties to this Convention that are also Members of the HCCH (i.e., the Organisation) are in **bold**;  
 Contracting Parties that are not Members of the HCCH are in *italics*.

Contracting Party	S <sup>1</sup>	R/A/S <sup>2</sup>	Type <sup>3</sup>	EIF <sup>4</sup>	EXT <sup>5</sup>	Auth <sup>6</sup>	Res/D/N/DC <sup>7</sup>
<b>Albania</b>		1-XI-2006	A	1-VII-2007		3	
<b>Andorra</b>		26-IV-2017	A	1-XII-2017		4	D
<i>Antigua and Barbuda</i>		1-V-1985	Su	1-XI-1981		1	
<b>Argentina</b>		2-II-2001	A	1-XII-2001		2	D,Res
<b>Armenia</b>		27-VI-2012	A	1-II-2013		1	
<b>Australia</b>		15-III-2010	A	1-XI-2010	7	5	D
<b>Austria</b>	22-XI-2019	14-VII-2020	R	12-IX-2020		3	D,Res
<i>Bahamas</i>		17-VI-1997	A	1-II-1998		1	
<i>Barbados</i>		10-II-1969	A	1-X-1969		1	
<b>Belarus</b>		6-VI-1997	A	1-II-1998		1	
<b>Belgium</b>	21-I-1966	19-XI-1970	R	18-I-1971		2	D
<i>Belize</i>		8-IX-2009	A	1-V-2010		1	
<b>Bosnia and Herzegovina</b>		16-VI-2008	A	1-II-2009		1	
<i>Botswana</i>		10-II-1969	A	1-IX-1969		3	D
<b>Brazil</b>		29-XI-2018	A	1-VI-2019		1	D,Res
<b>Bulgaria</b>		23-XI-1999	A	1-VIII-2000		3	D
<b>Canada</b>		26-IX-1988	A	1-V-1989		4	D
<b>China, People's Republic of</b>		6-V-1991	A	1-I-1992		8	D,N

Contracting Party	S <sup>1</sup>	R/A/S <sup>2</sup>	Type <sup>3</sup>	EIF <sup>4</sup>	EXT <sup>5</sup>	Auth <sup>6</sup>	Res/D/N/DC <sup>7</sup>
<i>Colombia</i>		10-IV-2013	A	1-XI-2013		1	D
<b>Costa Rica</b>		16-III-2016	A	1-X-2016		1	
<b>Croatia</b>		28-II-2006	A	1-XI-2006		3	D,Res
<b>Cyprus</b>		26-X-1982	A	1-VI-1983		4	D
<b>Czech Republic</b>		28-I-1993	Su	1-I-1993		4	D,Res
<b>Denmark</b>	7-I-1969	2-VIII-1969	R	1-X-1969		3	D
<b>Egypt</b>	1-III-1966	12-XII-1968	R	10-II-1969		1	Res
<b>Estonia</b>		2-II-1996	A	1-X-1996		1	D
<b>Finland</b>	15-XI-1965	11-IX-1969	R	10-XI-1969		2	D
<b>France</b>	12-I-1967	3-VII-1972	R	1-IX-1972	1	3	D
<b>Germany</b>	15-XI-1965	27-IV-1979	R	26-VI-1979		3	D
<b>Greece</b>	20-VII-1983	20-VII-1983	R	18-IX-1983		1	D
<b>Hungary</b>		13-VII-2004	A	1-IV-2005		3	D
<b>Iceland</b>		10-XI-2008	A	1-VII-2009		1	D,Res
<b>India</b>		23-XI-2006	A	1-VIII-2007		1	D,Res
<b>Ireland</b>	20-X-1989	5-IV-1994	R	4-VI-1994		3	D,Res
<b>Israel</b>	25-XI-1965	14-VIII-1972	R	13-X-1972		2	D,Res
<b>Italy</b>	25-I-1979	25-XI-1981	R	24-I-1982		3	D
<b>Japan</b>	12-III-1970	28-V-1970	R	27-VII-1970		3	D
<b>Kazakhstan</b>		15-X-2015	A	1-VI-2016		1	D
<b>Korea, Republic of</b>		13-I-2000	A	1-VIII-2000		2	D,Res
<i>Kuwait</i>		8-V-2002	A	1-XII-2002		3	D,Res
<b>Latvia</b>		28-III-1995	A	1-XI-1995		4	D



Contracting Party	S <sup>1</sup>	R/A/S <sup>2</sup>	Type <sup>3</sup>	EIF <sup>4</sup>	EXT <sup>5</sup>	Auth <sup>6</sup>	Res/D/N/DC <sup>7</sup>
<b>Lithuania</b>		2-VIII-2000	A	1-VI-2001		3	D,Res
<b>Luxembourg</b>	27-X-1971	9-VII-1975	R	7-IX-1975		1	D,Res
<i>Malawi</i>		24-IV-1972	A	1-XII-1972		1	
<b>Malta</b>		24-II-2011	A	1-X-2011		2	D
<i>Marshall Islands</i>		29-VII-2020	A	1-II-2021		3	D
<b>Mexico</b>		2-XI-1999	A	1-VI-2000		2	D
<b>Monaco</b>		1-III-2007	A	1-XI-2007		2	D
<b>Montenegro</b>		16-I-2012	A	1-IX-2012		2	D
<b>Morocco</b>		24-III-2011	A	1-XI-2011		1	
<b>Netherlands</b>	15-XI-1965	3-XI-1975	R	2-I-1976	1	5	D
<b>Nicaragua</b>		24-VII-2019	A	1-II-2020		1	D
<b>Norway</b>	15-X-1968	2-VIII-1969	R	1-X-1969		3	D,Res
<i>Pakistan</i>		7-XII-1988	A	1-VIII-1989		3	D
<b>Philippines</b>		4-III-2020	A	1-X-2020		1	D
<b>Poland</b>		13-II-1996	A	1-IX-1996		4	Res
<b>Portugal</b>	5-VII-1971	27-XII-1973	R	25-II-1974		2	D
<b>Republic of Moldova</b>		4-VII-2012	A	1-II-2013		2	D,Res
<b>Republic of North Macedonia</b>		23-XII-2008	A	1-IX-2009		1	D,Res
<b>Romania</b>		21-VIII-2003	A	1-IV-2004		2	D
<b>Russian Federation</b>		1-V-2001	A	1-XII-2001		4	D,Res
<i>Saint Vincent and the Grenadines</i>		6-I-2005	Su	27-X-1979		3	D
<i>San Marino</i>		15-IV-2002	A	1-XI-2002		3	D
<b>Serbia</b>		2-VII-2010	A	1-II-2011		2	D
<i>Seychelles</i>		18-XI-1980	A	1-VII-1981		1	D

Contracting Party	S <sup>1</sup>	R/A/S <sup>2</sup>	Type <sup>3</sup>	EIF <sup>4</sup>	EXT <sup>5</sup>	Auth <sup>6</sup>	Res/D/N/DC <sup>7</sup>
<b>Slovakia</b>		15-III-1993	Su	1-I-1993		4	D
<b>Slovenia</b>		18-IX-2000	A	1-VI-2001		1	D,Res
<b>Spain</b>	21-X-1976	4-VI-1987	R	3-VIII-1987		3	D
<b>Sri Lanka</b>		31-VIII-2000	A	1-VI-2001		3	D
<b>Sweden</b>	4-II-1969	2-VIII-1969	R	1-X-1969		2	D
<b>Switzerland</b>	21-V-1985	2-XI-1994	R	1-I-1995		3	D,Res
<b>Tunisia</b>		10-VII-2017	A	1-II-2018		1	D
<b>Turkey</b>	11-VI-1968	28-II-1972	R	28-IV-1972		3	Res,D
<b>Ukraine</b>		1-II-2001	A	1-XII-2001		3	D,Res
<b>United Kingdom of Great Britain and Northern Ireland</b>	10-XII-1965	17-XI-1967	R	10-II-1969	14	4	D
<b>United States of America</b>	15-XI-1965	24-VIII-1967	R	10-II-1969	1	1	D
<b>Venezuela</b>		29-X-1993	A	1-VII-1994		1	D,Res
<b>Viet Nam</b>		16-III-2016	A	1-X-2016		3	D,N

## Type

### Antigua and Barbuda Type Succession

By a Note of 1 May 1985 and received at the Ministry of Foreign Affairs of the Kingdom of the Netherlands on 17 May 1985, the Government of Antigua and Barbuda informed the Ministry of Foreign Affairs that it does consider itself bound by the Convention, which had been declared applicable to Antigua by the Government of the United Kingdom of Great Britain and Northern Ireland on 20 May 1970. (See under United Kingdom extensions.) The date of entry into force is the date of independence of this State.

### Czech Republic Type Succession

On 28 January 1993, the Czech Republic declared itself to be bound by the Convention – including reservations and declarations made by Czechoslovakia – as of January 1, 1993, date of the division of Czechoslovakia.

### France Type Ratification

*Translation by the Permanent Bureau:*

France has declared that, in the absence of a declaration to the contrary, the Service Convention applies to the entire territory of the French Republic (see in this respect the Circular from the French Ministry of Justice dated 1 February 2006, which is accessible at the following address: <http://www.entraide-civile-internationale.justice.gouv.fr>).

Consequently, besides Metropolitan France and the Overseas Departments (French Guyana, Guadeloupe, Reunion, Martinique), the Convention applies to all of the other French overseas territories.

### Saint Vincent and the Grenadines Type Succession

By a Note received at the Ministry of Foreign Affairs of the Kingdom of the Netherlands on 6 January 2005, the Government of Saint Vincent and the Grenadines informed the Ministry of Foreign Affairs that it does consider itself bound by the Convention, which had been declared applicable to Saint Vincent by the Government of the United Kingdom of Great Britain and Northern Ireland on 20 May 1970. The date of entry into force is the date of independence of this State.

### Slovakia Type Succession

On 15 March 1993, the Slovak Republic declared itself to be bound by the Convention – including reservations and declarations made by Czechoslovakia as well as objections by Czechoslovakia in respect of reservations made by other treaty parties – as of January 1, 1993, date of the division of Czechoslovakia.

### United States of America Type Ratification

(Ratification for all the states of the United States, the District of Columbia, Guam, Puerto Rico and the Virgin Islands)

Res/D/N

### Andorra Articles Declarations

#### Declaration:

09-04-2018

(Translation)

In accordance with the provisions of Article 21, the Principality of Andorra declares: (...)

c) The Principality of Andorra declares that, in accordance with Article 8, it is opposed to the service of documents effected directly by the diplomatic or consular agents of the Contracting States on persons who are not nationals of those States.

d) With regard to Article 15, paragraph 2, the Principality of Andorra declares that the judge may give judgment even if no certificate of service or delivery has been received, if all the provision of Article 15, paragraph 2, are fulfilled.

e) With regard to Article 16, paragraph 3, the Principality of Andorra declares that an application for relief will no longer be entertained if it is filed after the expiration of more than 1 year following the date of the judgment.

### Argentina Articles Declarations Reservations

(Click here for the Central Authority designated by Argentina and other practical information)

#### Text of the declarations:

"...

1- To Article 5, third paragraph: "The ARGENTINE REPUBLIC shall not accept documents to be served or transmitted unless they are accompanied by a translation into the Spanish language."

2- To Article 21, first paragraph, a): "The Argentine Government designates the Ministry of Foreign Affairs, International Trade and Worship as the Central Authority."

3- To Article 21, second paragraph, a): "The ARGENTINE REPUBLIC opposes to the use of methods of transmission pursuant to Article 10."

# EXHIBIT 3

2/25/2021

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**China**

People's Republic of China

**Hague/Inter-American****Party to Hague Service Convention?**

Yes

**Party to Hague Evidence Convention?**

Yes

**Party to Hague Apostille Convention?**

No

**Party to Inter-American Convention?**

No

**Service of Process by Mail?**

No

**DISCLAIMER**

**DISCLAIMER: THE INFORMATION IS PROVIDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE TOTALLY ACCURATE IN A SPECIFIC CASE. QUESTIONS INVOLVING INTERPRETATION OF SPECIFIC FOREIGN LAWS SHOULD BE ADDRESSED TO THE APPROPRIATE FOREIGN AUTHORITIES OR FOREIGN COUNSEL.**

ALL +/-

**Embassies and Consulates****U.S. Embassy Beijing**

No. 55 An Jia Lou Road  
Chaoyang District, Beijing 100600  
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Emergency After-Hours Telephone: +(86)(10) 8531-4000

Fax: +(86)(10) 8531-3300

The Embassy consular district includes the municipalities of Beijing and

<https://travel.state.gov/content/travel/en/legal/Judicial-Assistance-Country-Information/China.html>

2/25/2021

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The Embassy consular district includes the municipalities of Beijing and Tianjin and the provinces/autonomous regions of Gansu, Hebei, Henan, Hubei, Hunan, Inner Mongolia, Jiangxi, Ningxia, Qinghai, Shaanxi, Shandong, Shanxi, and Xinjiang.

[BeijingACS@state.gov](mailto:BeijingACS@state.gov)

## Consulates

### U.S. Consulate General Chengdu - Operations Suspended

Number 4 Lingshiguan Road

Section 4, Renmin Nanlu

Chengdu 61004, China

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Emergency After-Hours Telephone: +(86)(10) 8531-4000

Fax: +(86)(28) 8554-6229

Email: [AmCitChengdu@state.gov](mailto:AmCitChengdu@state.gov)

This consular district includes the provinces/autonomous region of Guizhou, Sichuan, Xizang (Tibet) and Yunnan, as well as the municipality of Chongqing.

### U.S. Consulate General Guangzhou

43 Hua Jiu Road, Zhujiang New Town, Tianhe District

Guangzhou 510623

China

Telephone: +(86)(20) 3814-5775

Emergency After-Hours Telephone: +(86)(10) 8531-4000

Fax: +(86)(20) 3814-5572

Email: [GuangzhouACS@state.gov](mailto:GuangzhouACS@state.gov)

This consular district includes the provinces/autonomous region of Guangdong, Guangxi, Hainan, and Fujian.

### U.S. Consulate General Shanghai

Westgate Mall, 9th Floor, 1038 Nanjing Xi Lu,

Shanghai 200031

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Emergency After-Hours Telephone: +(86)(10) 8531-4000

Fax: +(86)(21) 6148-8266

Email: [ShanghaiACS@state.gov](mailto:ShanghaiACS@state.gov)

This consular district includes Shanghai municipality and the provinces of Anhui, Jiangsu and Zhejiang.

### U.S. Consulate General Shenyang

No. 52, 14th Wei Road, Heping District,

Shenyang 110003

China

Telephone: +(86)(24) 2322-1198

Emergency After-Hours Telephone: +(86)(24) 2322-1198

Fax: +(86)(24) 2323-1465

Email: [ShenyangACS@state.gov](mailto:ShenyangACS@state.gov)

This consular district includes: the provinces of Heilongjiang, Jilin, and

2/25/2021

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Liaoning.

**The U.S. Consulate General in Wuhan****New World International Trade Tower I,****No. 568, Jianshe Avenue****Hankou, Wuhan 430022****China****Telephone: +(86)(027) 8555-7791****Emergency After-Hours Telephone: +(86)(10) 8531-4000****Fax: +(86)(027) 8555-7761**

Please note that Wuhan does not provide regularly scheduled consular services. Contact the Embassy in Beijing for consular assistance.

**[USConsulateWuhan@state.gov](mailto:USConsulateWuhan@state.gov)**

## List of Attorneys

- [U.S. Embassy Beijing](#)
- [U.S. Consulate General Guangzhou](#)
- [U.S. Consulate General Shanghai](#)
- [U.S. Consulate General Shenyang](#)

**Chinese Attorneys/American Law Firms in China:** It is our understanding that Chinese law offices are within the jurisdiction and authority of the Ministry of Justice. Under the Ministry of Justice is the Department of Public Notaries and Lawyers, which in turn establishes legal advisory offices at provincial and local levels. All lawyers and public notaries in China are part of this system, and as such are employees of the State. Lawyers in the Chinese system therefore do not necessarily assume the advocacy role expected of lawyers in the United States, but rather have obligations to the State as well as to their clients. Anyone who retains the services of a lawyer in China should understand this difference between the American and Chinese legal systems. American law firms with a presence in China maintain representative offices which may provide legal advice to clients on commercial, tax, or economic law as it relates to investment in China by foreign firms.

## Helpful Links

[Chinese Ministry of Justice](#)

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## Service of Process

China is a party to the Hague Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil and Commercial Matters. Complete information on the operation of the Convention, including an interactive online request form are available on the [Hague Conference website](#). Requests should be completed in duplicate and submitted with two sets of the documents to be served, and translations, directly to [China's Central Authority for the Hague Service Convention](#). The person in the United States executing the request form should be either an attorney or clerk of court. The applicant should include the titles attorney at law or clerk of court on the identity and address of applicant and signature/stamp fields. In its [Declarations and Reservations on the Hague Service Convention](#), China formally objected to service under Article 10, and does not permit service via postal channels. For additional information see the [Hague Conference Service Convention website](#) and the [Hague Conference Practical Handbook on the Operation of the Hague Service Convention](#). See also China's response to the 2008 Hague Conference questionnaire on the practical operation of the Service Convention.

**Service on a Foreign State:** See also our Service Under the [Foreign Sovereign Immunities Act](#) (FSIA) feature and [FSIA Checklist](#) for questions about service on a foreign state, agency or instrumentality.

**Service of Documents from China in the United States:** See information about service in the United States on the [U.S. Central Authority for the Service Convention page](#) of the Hague Conference on Private International Law Service Convention site.

## Criminal Matters

**Prosecution Requests:** U.S. federal or state prosecutors should also contact the [Office of International Affairs, Criminal Division, Department of Justice](#) for guidance regarding the U.S.-China agreement on mutual legal assistance in criminal matters.

**Defense Requests in Criminal Matters:** Criminal defendants or their defense counsel seeking judicial assistance in obtaining evidence or in effecting service of documents abroad in connection with criminal matters may do so via the [letters rogatory](#) process.

## Obtaining Evidence in Civil and Commercial Matters

China is a party to the [Hague Convention on the Taking of Evidence Abroad](#)



2/25/2021

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China is a party to the [Hague Convention on the Taking of Evidence Abroad in Civil and Commercial Matters](#)<sup>27</sup>. The [Chinese Central Authority for the Hague Evidence Convention](#)<sup>28</sup> designated to receive letters of request for the taking of evidence is the Ministry of Justice. See the [Hague Evidence Convention Model Letters of Request](#)<sup>29</sup> for guidance on preparation of a letter of request. Requests for the taking of evidence under the Hague Evidence Convention are transmitted directly from the requesting court or person in the United States to the Chinese Central Authority and do **not** require transmittal via diplomatic channels. Letters of Request and accompanying documents should be prepared in duplicate and translated into Chinese.

## Taking Voluntary Depositions of Willing Witnesses

China does **not** permit attorneys to take depositions in China for use in foreign courts. Under its [Declarations and Reservations to the Hague Evidence Convention](#)<sup>30</sup> and subsequent diplomatic communications, China has indicated that taking depositions, whether voluntary or compelled, and obtaining other evidence in China for use in foreign courts may, as a general matter, only be accomplished through requests to its Central Authority under the Hague Evidence Convention. Consular depositions would require permission from the Central Authority on a case by case basis and the Department of State will not authorize the involvement of consular personnel in a deposition without that permission. Participation in such activity could result in the arrest, detention or deportation of the American attorneys and other participants.

## Authentication of Documents

China is not a party to the Hague Convention Abolishing the Legalization of Foreign Public Documents. Documents issued in the United States may be authenticated for use in China by (a) contacting the [U.S. Department of State Authentications Office](#) and (b) then having the seal of the U.S. Department of State authenticated by the Embassy of China in Washington, D.C. Documents issued in U.S. states must first be authenticated by the designated state authority, generally the state Secretary of State.

Last Updated: May 1, 2019

# EXHIBIT 4

2/25/2021

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**Russian Federation**

Russian Federation

**Hague/Inter-American****Party to Hague Service Convention?**

No

**Party to Hague Evidence Convention?**

No

**Party to Hague Apostille Convention?**

Yes

**Party to Inter-American Convention?**

No

**Service of Process by Mail?**

NA

**DISCLAIMER**

**DISCLAIMER: THE INFORMATION IS PROVIDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE TOTALLY ACCURATE IN A SPECIFIC CASE. QUESTIONS INVOLVING INTERPRETATION OF SPECIFIC FOREIGN LAWS SHOULD BE ADDRESSED TO THE APPROPRIATE FOREIGN AUTHORITIES OR FOREIGN COUNSEL.**

ALL +/-

**Embassies and Consulates****U.S. Embassy Moscow**

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Emergency After-Hours Telephone: +(7) (495) 728-5000

Fax: +(7) (495) 728-5084

Email: [moscowacs@state.gov](mailto:moscowacs@state.gov)

2/25/2021

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Due to the Russian government's ordered closure of the U.S. Consulate General, U.S. citizen visitors and residents in the St. Petersburg's should contact the U.S. Embassy in Moscow for all emergency assistance and routine services, including [notary services](#), [passport](#) renewals, and [Consular Reports of Birth Abroad](#).

## Consulates

### U.S. Consulate General St. Petersburg

Due to the Russian government's ordered closure of the U.S. Consulate General, effective March 31, 2018 we are no longer able to provide services to U.S. citizens in St. Petersburg.

#### [U.S. Consulate General Vladivostok](#)

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## Service of Process

Russia and the United States are parties to the [Hague Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil and Commercial Matters](#)<sup>27</sup>. In July 2003, Russia unilaterally suspended all judicial cooperation with the United States in civil and commercial matters.

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The Russian Federation refuses to serve letters of request from the United States for service of process presented under the terms of the 1965 Hague Service Convention or to execute letters rogatory requesting service of process transmitted via diplomatic channels. The Russian Federation also declines to give consideration to U.S. requests to obtain evidence. While the Department of State is prepared to transmit letters rogatory for service or evidence to Russian authorities via diplomatic channels, in the Department's experience, all such requests are returned unexecuted. Likewise requests sent directly by litigants to the Russian Central Authority under the Hague Service Convention are returned unexecuted.

Russia's policy in these matters is assertedly based on objections to a fee, imposed by the United States on June 1, 2003, for all requests for service from any foreign country whether submitted under the Hague Service Convention or via diplomatic channels. This fee is designed to cover the costs incurred by a private contractor hired by the U.S. Department of Justice to administer the service functions of the U.S. Central Authority for the Hague Service Convention. Such fees are permitted under the Hague Service Convention and routinely charged by many States party to the Convention.

Between October 28 - November 4, 2003, the Special Commission on the Practical Operation of the Hague Service, Evidence and Legalization Conventions convened at The Hague. The [Special Commission's Conclusions and Recommendations](#) of November 4, 2003, page 10, paragraph 53, provide:

"The Special Commission reaffirmed that according to Article 12(1), a State party shall not charge for its services rendered under the Convention. Nevertheless, under Article 12(2), an applicant shall pay or reimburse the costs occasioned by the employment of a judicial officer or other competent person. The Special Commission urged States to ensure that any such costs reflect actual expenses and be kept at a reasonable level."

The Russian Federation did not support this recommendation and reserved its position.

On December 3, 2004, the Russian Federation deposited a [declaration](#) with the Government of the Netherlands, the treaty depository, naming a Central Authority and taking a reservation regarding certain aspects of the treaty. The declaration provides:

"The Russian Federation assumes that in accordance with Article 12 of the Convention the service of judicial documents coming from a Contracting State shall not give rise to any payment or reimbursement of taxes or costs for the services rendered by the State addressed. Collection of such costs (with the exception of those provided for by subparagraphs a) and b) of the second paragraph of Article 12) by any Contracting State shall be viewed by the Russian Federation as refusal to uphold the Convention in relation to the Russian Federation, and, consequently, the Russian Federation shall not apply the Convention in relation to this Contracting State."

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apply the convention in relation to this Contracting State.

The Department of State and the Russian Foreign Ministry have exchanged several diplomatic notes setting out our respective positions on the matter, and met twice in Moscow to explore ways to provide normal judicial cooperation. A subsequent Special Commission convened at the Hague in 2009 recalled the conclusions of the 2003 Special Commission concerning costs and Russia again reserved its position. No future bilateral meetings on this subject are currently scheduled.

Because of the Russian suspension of executing U.S. judicial assistance requests in civil and commercial matters, we advise litigants that they may wish to seek guidance from legal counsel in the Russian Federation regarding alternative methods of service. The United States has informed the Russian Federation on numerous occasions that in the absence of a direct channel for U.S. judicial assistance requests, U.S. courts and litigants will explore other methods to effect service of process. Where service is effected by an agent in the Russian Federation, such as a Russian attorney, such a person may execute an affidavit of service at the U.S. embassy or a U.S. consulate in Russia as a routine notarial service.

**Service on a Foreign State:** See also our [Service Under the Foreign Sovereign Immunities Act \(FSIA\)](#) feature and [FSIA Checklist](#) for questions about service on a foreign state, agency or instrumentality.

**Service of Documents from the Russian Federation in the United States:** See information about service in the United States on the [U.S. Central Authority for the Service Convention page](#) of the Hague Conference on Private International Law Service Convention site.

## Criminal Matters

**Prosecution Requests:** U.S. federal or state prosecutors should also contact the [Office of International Affairs, Criminal Division, Department of Justice](#) for guidance.

**Defense Requests in Criminal Matters:** Criminal defendants or their defense counsel seeking judicial assistance in obtaining evidence or in effecting service of documents abroad in connection with criminal matters may do so via the [letters rogatory](#) process.

## Obtaining Evidence in Civil and Commercial Matters

The United States has not accepted the Russian Federation's accession to the [Hague Convention on the Taking of Evidence Abroad in Civil and Commercial Matters](#) because the Russian Federation did not agree to

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Commercial matters because the Russian Federation did not name a central authority at the time of its accession, and did not make any specific declarations or reservations regarding methods of obtaining evidence. Due to the Russian Federation's unilateral suspension of judicial cooperation in civil and commercial matters, requests for evidence submitted via diplomatic channels in the form of letters rogatory generally are not executed by Russian authorities. The U.S. Department of State and the U.S. Embassy in Moscow will transmit such requests on behalf of U.S. litigants.

#### Requests from the Russian Federation to Obtain Evidence in the United States:

Such requests are submitted via the diplomatic channel to the U.S. Department of State, Bureau of Consular Affairs, Directorate of Overseas Citizens Services, Office of American Citizen Services for transmittal to the U.S. Department of Justice, Civil Division, Office of Foreign Litigation 1100 L St., N.W., Room 11006, Washington, D.C. 20530.

### Taking Voluntary Depositions of Willing Witnesses

The Russian Federation does not permit the taking of voluntary depositions of willing witnesses in civil and commercial matters.

### Authentication of Documents

Russia is a party to the [Hague Convention Abolishing the Requirement for Legalization of Foreign Public Documents](#). [Russia's competent authority for the Hague Apostille Convention](#) will authenticate Russian public documents with Apostilles. For information about authenticating U.S. public documents for use in Russia, see the [list of U.S. Competent Authorities](#). To obtain an Apostille for a U.S. Consular Report of Birth Abroad of a Citizen of the United States of America, contact the U.S. Department of State, Passport Services, [Vital Records Office](#).

The Department of State is aware that a number of Russian jurisdictions have rejected U.S. federal and state issued apostille certificates for reasons inconsistent with the requirements of the Apostille Convention, particularly in the context of intercountry adoption. Between October 28 - November 4, 2003, a Special Commission on the Practical Operation of the Hague Service, Evidence and Legalization Conventions convened at The Hague. The [Special Commission's Conclusions and Recommendations](#) of November 4, 2003, page 5, paragraphs 13, provide:

The SC underlined the importance of the *principle that an Apostille that has*

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*been established according to the requirements of the Convention in the State of issuance must be accepted and produce its effects in any State of production.* With a view to further facilitating free circulation of Apostilles, the SC recalled the importance of the *Model certificate* annexed to the Convention. The SC recommended that Apostilles issued by competent authorities should conform as closely as possible to this model. However, variations in the form of an Apostille among issuing authorities should not be a basis for rejection as long as the Apostille is clearly identifiable as an Apostille issued under the Convention. *The SC firmly rejects, as contrary to the Convention, isolated practices among States party that require Apostilles to be legalised.*

As regards the rejection of Apostilles for reasons related to how the certificate is attached to the document, the Conclusions and Recommendations of November 4, 2003, paragraph 16 specifically provide:

The SC noted the *variety of means for affixing Apostilles* to the public document. These means may include rubber stamp, glue, (multi-coloured) ribbons, wax seals, impressed seals, self-adhesive stickers, etc.; as to an allonge, these means may include glue, grommets, staples, etc. The SC noted that all these means are acceptable under the Convention, and that, therefore, these variations cannot be a basis for the rejection of Apostilles.

The Department of State has raised this issue with the Foreign Ministry of the Russian Federation on multiple occasions. In order to assist in avoiding future Apostille rejections in the Russian Federation for reasons that are inconsistent with the requirements of the Legalization Convention, the Department of State has also prepared a translation into Russian of the Conclusions and Recommendations of the 2003 Special Commission and provided it to the Russian Federation. Individuals who have had Apostilles rejected in the Russian Federation who feel that a Russian translation of these Conclusions and Recommendations may also find it on the website of the [Hague Conference on Private International Law](https://travel.state.gov/content/travel/en/legal/Judicial-Assistance-Country-Information/RussianFederation.html).<sup>2</sup>

Last Updated: November 15, 2013



# EXHIBIT 5

No.	Case Name	Date Filed	Docket Number (in W.D. Tex., except as noted)	Mot. for Alt. Service
1	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Netgear, Inc.	2/19/2021	6:21cv155	
2	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Netgear, Inc.	2/19/2021	6:21cv153	
3	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Netgear, Inc.	2/19/2021	6:21cv154	
4	Wsou Investments, Llc V. Cisco Systems, Inc.	2/5/2021	6:21cv128	
5	Wsou Investments, Llc V. F5 Networks, Inc.	1/29/2021	2:21cv125 (W.D. Wash.)	
6	Wsou Investments, Llc V. F5 Networks, Inc.	1/29/2021	2:21cv123 (W.D. Wash.)	
7	Wsou Investments, Llc V. F5 Networks, Inc.	1/29/2021	2:21cv126 (W.D. Wash.)	
8	Wsou Investments, Llc V. F5 Networks, Inc.	1/29/2021	2:21cv124 (W.D. Wash.)	
9	Wsou Investments Llc V. F5 Networks Inc	12/30/2020	2:20cv1878 (W.D. Wash.)	
10	Wsou Investments Llc V. Salesforce.Com, Inc.	12/18/2020	6:20cv1165	
11	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Salesforce.Com, Inc.	12/18/2020	6:20cv1172	
12	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Salesforce.Com, Inc.	12/18/2020	6:20cv1167	
13	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Salesforce.Com, Inc.	12/18/2020	6:20cv1169	
14	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Salesforce.Com, Inc.	12/18/2020	6:20cv1171	
15	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Salesforce.Com, Inc.	12/18/2020	6:20cv1166	
16	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Salesforce.Com, Inc.	12/18/2020	6:20cv1168	
17	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Salesforce.Com, Inc.	12/18/2020	6:20cv1170	
18	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Salesforce.Com, Inc.	12/18/2020	6:20cv1163	
19	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Salesforce.Com, Inc.	12/18/2020	6:20cv1164	
20	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Arista Networks, Inc.	11/25/2020	6:20cv1083	
21	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. F5 Networks, Inc.	11/6/2020	1:20cv1331 (E.D. Va.)	
22	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. F5 Networks, Inc.	11/6/2020	3:20cv856 (E.D. Va.)	
23	Wsou Investments Llc V. Tp-Link Technology Co., Ltd.	10/31/2020	6:20cv1013	ECF No. 10
24	Wsou Investments Llc V. Tp-Link Technology Co., Ltd.	10/31/2020	6:20cv1014	ECF No. 10

25	Wsou Investments Llc V. Tp-Link Technology Co., Ltd.	10/31/2020	6:20cv1019	ECF No. 10
26	Wsou Investments Llc V. Tp-Link Technology Co., Ltd.	10/31/2020	6:20cv1022	ECF No. 10
27	Wsou Investments Llc V. Tp-Link Technology Co., Ltd.	10/31/2020	6:20cv1016	ECF No. 10
28	Wsou Investments Llc V. Tp-Link Technology Co., Ltd.	10/31/2020	6:20cv1020	ECF No. 10
29	Wsou Investments Llc V. Tp-Link Technology Co., Ltd.	10/31/2020	6:20cv1015	ECF No. 10
30	Wsou Investments Llc V. Tp-Link Technology Co., Ltd.	10/31/2020	6:20cv1018	ECF No. 10
31	Wsou Investments Llc V. Tp-Link Technology Co., Ltd.	10/31/2020	6:20cv1012	ECF No. 10
32	Wsou Investments Llc V. Tp-Link Technology Co., Ltd.	10/31/2020	6:20cv1017	ECF No. 10
33	Wsou Investments Llc V. Tp-Link Technology Co., Ltd.	10/31/2020	6:20cv1021	ECF No. 10
34	Wsou Investments Llc V. Canon, Inc.	10/19/2020	6:20cv984	ECF No. 8
35	Wsou Investments Llc V. Canon, Inc.	10/19/2020	6:20cv980	ECF No. 8
36	Wsou Investments Llc V. Canon, Inc.	10/19/2020	6:20cv982	ECF No. 8
37	Wsou Investments Llc V. Canon, Inc.	10/19/2020	6:20cv985	ECF No. 8
38	Wsou Investments Llc V. Canon, Inc.	10/19/2020	6:20cv981	ECF No. 8
39	Wsou Investments Llc V. Oneplus Technology (Shenzhen) Co., Ltd.	10/14/2020	6:20cv956	ECF No. 8
40	Wsou Investments Llc V. Oneplus Technology (Shenzhen) Co., Ltd.	10/14/2020	6:20cv953	ECF No. 8
41	Wsou Investments Llc V. Oneplus Technology (Shenzhen) Co., Ltd.	10/14/2020	6:20cv958	ECF No. 8
42	Wsou Investments Llc V. Oneplus Technology (Shenzhen) Co., Ltd.	10/14/2020	6:20cv952	ECF No. 8
43	Wsou Investments Llc V. Oneplus Technology (Shenzhen) Co., Ltd.	10/14/2020	6:20cv957	ECF No. 8
44	Wsou Investments Llc V. Nec Corporation	10/7/2020	6:20cv925	ECF No. 8
45	Wsou Investments Llc V. Nec Corporation	10/7/2020	6:20cv927	ECF No. 8
46	Wsou Investments Llc V. Nec Corporation	10/7/2020	6:20cv926	ECF No. 8
47	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Nec Corporation	10/7/2020	6:20cv923	ECF No. 8
48	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Nec Corporation	10/7/2020	6:20cv924	ECF No. 8
49	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Huawei Technologies Co. Ltd. Et Al	10/2/2020	6:20cv916	
50	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Huawei Technologies Co. Ltd. Et Al	10/2/2020	6:20cv917	

51	Wsou Investments Llc V. Juniper Networks, Inc.	9/30/2020	6:20cv903	
52	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Juniper Networks, Inc.	9/30/2020	6:20cv902	
53	Wsou Investments Llc V. Huawei Technologies Co., Ltd. Et Al	9/29/2020	6:20cv891	
54	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Huawei Technologies Co., Ltd. Et Al	9/29/2020	6:20cv890	
55	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Huawei Technologies Co., Ltd. Et Al	9/29/2020	6:20cv892	
56	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Huawei Technologies Co., Ltd. Et Al	9/29/2020	6:20cv893	
57	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Huawei Technologies Co., Ltd. Et Al	9/29/2020	6:20cv889	
58	Wsou Investments, Llc V. Xilinx, Inc.	9/16/2020	1:20cv1233 (D. Del.)	
59	Wsou Investments, Llc V. Xilinx, Inc.	9/16/2020	1:20cv1231 (D. Del.)	
60	Wsou Investments, Llc V. Xilinx, Inc.	9/16/2020	1:20cv1228 (D. Del.)	
61	Wsou Investments, Llc V. Xilinx, Inc.	9/16/2020	1:20cv1229 (D. Del.)	
62	Wsou Investments, Llc V. Xilinx, Inc.	9/16/2020	1:20cv1232 (D. Del.)	
63	Wsou Investments, Llc V. F5 Networks, Inc.	9/15/2020	3:20cv720 (E.D. Va.)	
64	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. F5 Networks, Inc.	9/15/2020	3:20cv724 (E.D. Va.)	
65	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. F5 Networks, Inc.	9/15/2020	1:20cv1085 (E.D. Va.)	
66	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. F5 Networks, Inc.	9/15/2020	1:20cv1084 (E.D. Va.)	
67	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. F5 Networks, Inc.	9/15/2020	3:20cv719 (E.D. Va.)	
68	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. F5 Networks, Inc.	9/15/2020	3:20cv721 (E.D. Va.)	
69	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. F5 Networks, Inc.	9/15/2020	3:20cv722 (E.D. Va.)	
70	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. F5 Networks, Inc.	9/15/2020	1:20cv1083 (E.D. Va.)	
71	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. F5 Networks, Inc.	9/15/2020	1:20cv1082 (E.D. Va.)	
72	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. F5 Networks, Inc.	9/15/2020	1:20cv1081 (E.D. Va.)	
73	Wsou Investments Llc V. Juniper Networks, Inc.	9/4/2020	6:20cv815	
74	Wsou Investments Llc V. Juniper Networks, Inc.	9/4/2020	6:20cv813	
75	Wsou Investments Llc V. Juniper Networks, Inc.	9/4/2020	6:20cv814	
76	Wsou Investments Llc V. Juniper Networks, Inc.	9/4/2020	6:20cv812	

77	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Juniper Networks, Inc.	9/4/2020	6:20cv816	
78	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Hewlett Packard Enterprise Company	8/26/2020	6:20cv783	
79	Wsou Investments Llc V. Hewlett Packard Enterprise Company	8/12/2020	6:20cv728	
80	Wsou Investments Llc V. Hewlett Packard Enterprise Company	8/12/2020	6:20cv729	
81	Wsou Investments Llc V. Hewlett Packard Enterprise Company	8/12/2020	6:20cv726	
82	Wsou Investments Llc V. Hewlett Packard Enterprise Company	8/12/2020	6:20cv727	
83	Wsou Investments Llc V. Hewlett Packard Enterprise Company	8/12/2020	6:20cv725	
84	Wsou Investments Llc V. Hewlett Packard Enterprise Company	8/12/2020	6:20cv730	
85	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv582	
86	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv585	
87	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv579	
88	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv571	
89	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv581	
90	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv577	
91	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv580	
92	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv573	
93	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv572	
94	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv583	
95	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv575	
96	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv574	
97	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv584	
98	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv578	
99	Wsou Investments Llc V. Google Llc	6/29/2020	6:20cv576	
100	Wsou Investments Llc V. Huawei Technologies Co., Ltd. Et Al	6/17/2020	6:20cv539	
101	Wsou Investments Llc V. Huawei Technologies Co., Ltd. Et Al	6/17/2020	6:20cv533	
102	Wsou Investments Llc V. Huawei Technologies Co., Ltd. Et Al	6/17/2020	6:20cv534	

103	Wsou Investments Llc V. Huawei Technologies Co., Ltd. Et Al	6/17/2020	6:20cv541	
104	Wsou Investments Llc V. Huawei Technologies Co., Ltd. Et Al	6/17/2020	6:20cv542	
105	Wsou Investments Llc V. Huawei Technologies Co., Ltd. Et Al	6/17/2020	6:20cv536	
106	Wsou Investments Llc V. Huawei Technologies Co., Ltd. Et Al	6/17/2020	6:20cv537	
107	Wsou Investments Llc V. Huawei Technologies Co., Ltd. Et Al	6/17/2020	6:20cv535	
108	Wsou Investments Llc V. Huawei Technologies Co., Ltd. Et Al	6/17/2020	6:20cv538	
109	Wsou Investments Llc V. Huawei Technologies Co., Ltd. Et Al	6/17/2020	6:20cv540	
110	Wsou Investments Llc V. Huawei Investment & Holding Co., Ltd. Et Al	6/17/2020	6:20cv544	
111	Wsou Investments Llc V. Huawei Investment & Holding Co., Ltd. Et Al	6/17/2020	6:20cv543	
112	Wsou Investments Llc V. Zte Corporation Et Al	6/3/2020	6:20cv488	
113	Wsou Investments Llc V. Zte Corporation Et Al	6/3/2020	6:20cv491	
114	Wsou Investments Llc V. Zte Corporation Et Al	6/3/2020	6:20cv487	
115	Wsou Investments Llc V. Zte Corporation Et Al	6/3/2020	6:20cv490	
116	Wsou Investments Llc V. Zte Corporation Et Al	6/3/2020	6:20cv489	
117	Wsou Investments Llc V. Zte Corporation Et Al	6/3/2020	6:20cv497	
118	Wsou Investments Llc V. Zte Corporation Et Al	6/3/2020	6:20cv492	
119	Wsou Investments Llc V. Zte Corporation Et Al	6/3/2020	6:20cv493	
120	Wsou Investments Llc V. Zte Corporation Et Al	6/3/2020	6:20cv494	
121	Wsou Investments Llc V. Zte Corporation Et Al	6/3/2020	6:20cv496	
122	Wsou Investments Llc V. Zte Corporation Et Al	6/3/2020	6:20cv495	
123	Wsou Investments Llc V. Microsoft Corporation	6/2/2020	6:20cv464	
124	Wsou Investments Llc V. Microsoft Corporation	6/2/2020	6:20cv465	
125	Wsou Investments Llc V. Microsoft Corporation	6/2/2020	6:20cv463	
126	Wsou Investments Llc V. Microsoft Corporation	6/2/2020	6:20cv460	
127	Wsou Investments Llc V. Microsoft Corporation	6/2/2020	6:20cv455	
128	Wsou Investments Llc V. Microsoft Corporation	6/2/2020	6:20cv454	

129	Wsou Investments Llc V. Microsoft Corporation	6/2/2020	6:20cv462	
130	Wsou Investments Llc V. Microsoft Corporation	6/2/2020	6:20cv457	
131	Wsou Investments Llc V. Microsoft Corporation	6/2/2020	6:20cv459	
132	Wsou Investments Llc V. Microsoft Corporation	6/2/2020	6:20cv461	
133	Wsou Investments Llc V. Microsoft Corporation	6/2/2020	6:20cv458	
134	Wsou Investments Llc V. Microsoft Corporation	6/2/2020	6:20cv456	
135	Wsou Investments Llc V. Dell Technologies Inc. Et Al	6/2/2020	6:20cv478	
136	Wsou Investments Llc V. Dell Technologies Inc. Et Al	6/2/2020	6:20cv485	
137	Wsou Investments Llc V. Dell Technologies Inc. Et Al	6/2/2020	6:20cv482	
138	Wsou Investments Llc V. Dell Technologies Inc. Et Al	6/2/2020	6:20cv476	
139	Wsou Investments Llc V. Dell Technologies Inc. Et Al	6/2/2020	6:20cv479	
140	Wsou Investments Llc V. Dell Technologies Inc. Et Al	6/2/2020	6:20cv481	
141	Wsou Investments Llc V. Dell Technologies Inc. Et Al	6/2/2020	6:20cv477	
142	Wsou Investments Llc V. Dell Technologies Inc. Et Al	6/2/2020	6:20cv473	
143	Wsou Investments Llc V. Dell Technologies Inc. Et Al	6/2/2020	6:20cv475	
144	Wsou Investments Llc V. Dell Technologies Inc. Et Al	6/2/2020	6:20cv486	
145	Wsou Investments Llc V. Dell Technologies Inc. Et Al	6/2/2020	6:20cv480	
146	Wsou Investments Llc V. Dell Technologies Inc. Et Al	6/2/2020	6:20cv474	
147	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Dell Technologies Inc. Et Al	5/21/2020	6:20cv417	
148	Wsou Investments Llc D/B/A Brazos Licensing And Development V. Dell Technologies Inc. Et Al	5/21/2020	6:20cv418	
149	Wsou Investments Llc V. Dell Technologies Inc. Et Al	5/20/2020	6:20cv410	
150	Wsou Investments Llc V. Dell Technologies Inc. Et Al	5/20/2020	6:20cv412	
151	Wsou Investments, Llc V. Dell Technologies Inc. Et Al	5/19/2020	6:20cv409	
152	Wsou Investments, Llc V. Dell Technologies Inc. Et Al	5/19/2020	6:20cv408	
153	Wsou Investments, Llc V. Dell Technologies Inc. Et Al	5/19/2020	6:20cv407	
154	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Dell Technologies Inc. Et Al	5/19/2020	6:20cv406	

155	Wsou Investments, Llc And Development V. Dell Technologies Inc. Et Al	5/19/2020	6:20cv404	
156	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Dell Inc. Et Al	5/18/2020	6:20cv403	
157	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Microsoft Corporation	4/29/2020	6:20cv344	
158	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Microsoft Corporation	4/29/2020	6:20cv341	
159	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Microsoft Corporation	4/29/2020	6:20cv346	
160	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Microsoft Corporation	4/29/2020	6:20cv340	
161	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Microsoft Corporation	4/29/2020	6:20cv345	
162	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Microsoft Corporation	4/29/2020	6:20cv342	
163	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Microsoft Corporation	4/28/2020	6:20cv334	
164	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Microsoft Corporation	4/28/2020	6:20cv333	
165	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Microsoft Corporation	4/28/2020	6:20cv337	
166	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Microsoft Corporation	4/28/2020	6:20cv335	
167	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Microsoft Corporation	4/27/2020	6:20cv332	
168	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Microsoft Corporation	4/27/2020	6:20cv331	
169	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Zte Corporation Et Al	3/31/2020	6:20cv254	
170	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Zte Corporation Et Al	3/31/2020	6:20cv255	
171	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Zte Corporation Et Al	3/27/2020	6:20cv238	
172	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Zte Corporation Et Al	3/27/2020	6:20cv240	
173	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Zte Corporation Et Al	3/27/2020	6:20cv242	
174	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Zte Corporation Et Al	3/26/2020	6:20cv228	
175	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Zte Corporation Et Al	3/26/2020	6:20cv229	
176	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Zte Corporation Et Al	3/26/2020	6:20cv231	
177	Wsou Investments Llc V. Zte Corporation Et Al	3/25/2020	6:20cv224	
178	Wsou Investments, Llc V. Zte Corporation Et Al	3/24/2020	6:20cv216	
179	Wsou Investments, Llc V. Zte Corporation Et Al	3/23/2020	6:20cv211	
180	Wsou Investments, Llc Et Al	3/22/2020	6:20cv209	



181	Wsou Investments, Llc V. Huawei Technologies Co., Ltd. Et Al	3/20/2020	6:20cv204	
182	Wsou Investments, Llc V. Huawei Investment & Holding Co., Ltd. Et Al	3/20/2020	6:20cv205	
183	Wsou Investments, Llc V. Huawei Technologies Company, Ltd. Et Al	3/18/2020	6:20cv199	
184	Wsou Investments, Llc V. Huawei Investment & Holding Co., Ltd. Et Al	3/18/2020	6:20cv198	
185	Wsou Investments, Llc V. Huawei Investment & Holding Co., Ltd. Et Al	3/18/2020	6:20cv196	
186	Wsou Investments, Llc Et Al	3/16/2020	6:20cv192	
187	Wsou Investments, Llc, Et Al	3/16/2020	6:20cv190	
188	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Huawei Investment & Holding Co., Ltd. Et Al	3/16/2020	6:20cv191	
189	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Huawei Investment & Holding Co., Ltd. Et Al	3/16/2020	6:20cv189	
190	Wsou Investments, Llc D/B/A Brazos Licensing And Development V. Huawei Investment & Holding Co., Ltd. Et Al	3/14/2020	6:20cv188	
191	Filing Error	3/13/2020	6:20cv186	
192	Filing Error	3/13/2020	6:20cv187	