

**UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

STAR CO RANGER DIGITAL, LLC, a Texas corporation,

Plaintiff,

vs.

MICROSOFT CORPORATION, a Washington corporation; IMATION CORP., a Delaware corporation; KINGSTON TECHNOLOGY COMPANY, INC., a Delaware corporation; AMERICAN AIRLINES, INC., a Delaware corporation; AMERICAN AIRLINES GROUP INC., a Delaware corporation; BLACK KNIGHT HOLDINGS, INC., a Delaware corporation; BLACK KNIGHT FINANCIAL SERVICES, LLC, a Delaware corporation,

Defendants.

CASE NO. 2:14-cv-00793

JURY DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff STAR CO Ranger Digital, LLC (“STAR CO Ranger Digital”) sues the above-listed Defendants and on information and belief alleges as follows:

Introduction

1. Plaintiff STAR CO Ranger Digital owns the inventions described and claimed in United States Patent No. 8,694,694 entitled “Portable Memory Drive with Portable Applications and Cross-Computer System Management Application” (the ‘694 patent). Defendants, without STAR CO Ranger Digital’s permission, (a) have used and continue to use STAR CO Ranger Digital’s patented technology in products and/or services that they make, use, sell, and offer to sell; and/or (b) have contributed to and/or induced, and continue to contribute to and/or induce,

others to use STAR CO Ranger Digital's patented technology. STAR CO Ranger Digital seeks damages for patent infringements and an injunction preventing Defendants from (a) making, using, selling, or offering to sell, and from (b) contributing to and inducing others to make, use, sell, or offer to sell, STAR CO Ranger Digital's patented technology without permission.

Jurisdiction and Venue

2. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 271 and 281, *et seq.* The Court has original jurisdiction over this patent infringement action under 28 U.S.C. §§ 1331 and 1338(a).

3. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and § 1400. Defendants are responsible for acts of infringement occurring in the Eastern District of Texas as alleged in this Complaint. Defendants have (a) delivered or caused to be delivered their infringing products and/or services in the Eastern District of Texas, and/or (b) used or caused to be used infringing products and/or services in the Eastern District of Texas.

Plaintiff STAR CO

4. Plaintiff STAR CO Ranger Digital, LLC is a limited liability company existing under and by virtue of the laws of the State of Texas.

Defendants

5. Defendant Microsoft Corporation ("Microsoft") is a Washington corporation with its principal place of business in Redmond, Washington.

6. Defendant Imation Corp. ("Imation") is a Delaware corporation with its principal place of business in Oakdale, Minnesota.

7. Defendant Kingston Technology Company, Inc. ("Kingston") is a Delaware corporation with its principal place of business in Fountain Valley, California.

8. Defendant American Airlines, Inc. (“American Airlines”) is a Delaware corporation with its principal place of business in Fort Worth, Texas.

9. Defendant American Airlines Group Inc. (“American Airlines Group”) is a Delaware corporation with its principal place of business in Fort Worth, Texas.

10. Defendant Black Knight Holdings, Inc. (“Black Knight Holdings”) is a Delaware corporation with its principal place of business in Jacksonville, Florida,

11. Defendant Black Knight Financial Services, LLC (“Black Knight Financial”) is a Delaware corporation with its principal place of business in Jacksonville, Florida.

CLAIM FOR PATENT INFRINGEMENT (‘694 PATENT)

12. Plaintiff incorporates by reference each of the allegations in paragraphs 1-11 above.

13. On April 8, 2014, the ‘694 Patent was duly and legally issued by the United States Patent and Trademark Office.

14. Each claim of the ‘694 patent is valid and enforceable.

15. Plaintiff STAR CO Ranger Digital, LLC is the owner of the ‘694 Patent with full rights to pursue recovery of royalties or damages for infringement of such patent, including full rights to recover past and future damages.

Microsoft

16. Since April 8, 2014, Defendant Microsoft has infringed the ‘694 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products and/or services, without a license or permission from STAR CO Ranger Digital. Microsoft’s infringing products include, without limitation, its products that include Windows To Go (including without limitation Windows 8.1 Enterprise).

17. Microsoft has actively induced, and will continue to actively induce infringement of the '694 patent by others, including those that make, use, sell, or offer for sale Windows To Go drives. Microsoft offered and continues to offer its infringing products and/or services for sale, and instructed and continues to instruct others to operate the products in an infringing manner, including through instruction, documentation, and support provided to (a) those that make, use, sell, and offer for sale Windows To Go drives, and (b) users of Windows To Go. Microsoft knew of the '694 patent since at least the date of this complaint's filing, and knew that its actions would induce and will continue to induce infringement of the '694 patent by others, including (a) those that make, use, sell, and offer for sale Windows To Go drives, and (b) users of Windows To Go. As a result of Microsoft's inducement, users of Microsoft's infringing products and/or services have infringed and continue to infringe the '694 patent.

18. Microsoft has contributed to and continues to contribute to the infringement of the '694 patent by others, including (a) those that manufacture or provide Windows To Go drives and (b) users of Windows To Go. Microsoft sold, offered to sell, and/or imported and continues to sell, offer to sell, and/or import its infringing products and/or services that constitute a material part of the invention claimed in the '694 patent. Microsoft knew that its infringing products and/or services were especially made for infringement of the '694 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

19. Microsoft's infringement of the '694 patent has been and continues to be willful. Microsoft knew of the '694 patent since at least July 25, 2014. Microsoft has disregarded and continues to disregard an objectively high likelihood that its actions infringe the '694 patent. This risk has been known to Microsoft, or is so obvious that it should have been known to it. After receiving notice of the '694 patent, Microsoft has continued to infringe, induce others to infringe, and contribute to the infringement of STAR CO Ranger Digital's patent.

20. Plaintiff has been damaged by Microsoft's infringement of the '694 Patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless Microsoft is enjoined from continuing to infringe the '694 patent.

Imation

21. Since April 8, 2014, Defendant Imation has infringed the '694 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products, without a license or permission from STAR CO Ranger Digital. Imation's infringing products include, without limitation, its drives certified for use with Windows To Go.

22. Imation has actively induced, and will continue to actively induce infringement of the '694 patent by others, including customers and users of its Windows To Go drives. Imation offered and continues to offer its infringing products for sale, and instructed and continues to instruct others to operate them in an infringing manner, including through instruction, documentation, and support provided to its customers and users of its Windows To Go drives. Imation knew of the '694 patent since at least the date of this complaint's filing, and knew that its actions would induce and will continue to induce infringement of the '694 patent by others, including its customers and users of its Windows To Go drives. As a result of Imation's inducement, its customers and users of its Windows To Go drives have infringed and continue to infringe the '694 patent.

23. Imation has contributed to and continues to contribute to the infringement of the '694 patent by others, including customers and users of its Windows To Go drives. Imation sold, offered to sell, and/or imported and continues to sell, offer to sell, and or/import its Windows To Go drives that constitute a material part of the invention claimed in the '694 patent. Imation knew that its infringing products were especially made for infringement of the '694 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

24. Imation's infringement of the '694 patent has been and continues to be willful. Imation knew of the '694 patent since at least July 25, 2014. Imation has disregarded and continues to disregard an objectively high likelihood that its actions infringe the '694 patent. This risk has been known to Imation, or is so obvious that it should have been known to it. After receiving notice of the '694 patent, Imation has continued to infringe, induce others to infringe, and contribute to the infringement of STAR CO Ranger Digital's patent.

25. Plaintiff has been damaged by Imation's infringement of the '694 Patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless Imation is enjoined from continuing to infringe the '694 patent.

Kingston

26. Since April 8, 2014, Defendant Kingston has infringed the '694 patent and, unless enjoined, will continue to do so, by making, using, selling, offering for sale and/or importing infringing products, without a license or permission from STAR CO Ranger Digital. Kingston's infringing products include, without limitation, its drives certified for use with Windows To Go.

27. Kingston has actively induced, and will continue to actively induce infringement of the '694 patent by others, including customers and users of its Windows To Go drives. Kingston offered and continues to offer its infringing products for sale, and instructed and continues to instruct others to operate them in an infringing manner, including through instruction, documentation, and support provided to its customers and users of its Windows To Go drives. Kingston knew of the '694 patent since at least the date of this complaint's filing, and knew that its actions would induce and will continue to induce infringement of the '694 patent by others, including its customers and users of its Windows To Go drives. As a result of Kingston's inducement, its customers and users of its Windows

28. Kingston has contributed to and continues to contribute to the infringement of the '694 patent by others, including customers and users of its Windows To Go drives. Kingston sold, offered to sell, and/or imported and continues to sell, offer to sell, and or/import its Windows To Go drives that constitute a material part of the invention claimed in the '694 patent. Kingston knew that its infringing products were especially made for infringement of the '694 patent; that they were not a staple article or commodity of commerce; and that they have no substantial non-infringing use.

29. Kingston's infringement of the '694 patent has been and continues to be willful. Kingston knew of the '694 patent since at least July 25, 2014. Kingston has disregarded and continues to disregard an objectively high likelihood that its actions infringe the '694 patent. This risk has been known to Kingston, or is so obvious that it should have been known to it. After receiving notice of the '694 patent, Kingston has continued to infringe, induce others to infringe, and contribute to the infringement of STAR CO Ranger Digital's patent.

30. Plaintiff has been damaged by Kingston's infringement of the '694 Patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless Kingston is enjoined from continuing to infringe the '694 patent.

American Airlines Defendants

31. Defendants American Airlines and American Airlines Group (collectively "American Airlines Defendants") have infringed the '694 patent and, unless enjoined, will continue to do so by using infringing products and/or services without a license or permission from STAR CO Ranger Digital. American Airlines Defendants' infringement includes, without limitation, their use of Windows To Go.

32. American Airlines Defendants' infringement of the '694 patent has been and continues to be willful. American Airlines Defendants knew of the '694 patent since at least July 25, 2014. American Airlines Defendants have disregarded and continue to disregard an objectively high likelihood that their actions infringe the '694 patent. This risk has been known to American Airlines Defendants, or is so obvious that it should have been known to them. After receiving notice of the '694 patent, American Airlines Defendants have continued to infringe the patent.

33. Plaintiff has been damaged by American Airlines Defendants' infringement of the '694 Patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless American Airlines Defendants are enjoined from continuing to infringe the '694 patent.

Black Knight Defendants

34. Defendants Black Knight Holdings and Black Knight Financial (collectively "Black Knight Defendants") have infringed the '694 patent and, unless enjoined, will continue to do so by using infringing products and/or services without a license or permission from STAR CO Ranger Digital. Black Knight Defendants' infringement includes, without limitation, their use of Windows To Go.

35. Black Knight Defendants' infringement of the '694 patent has been and continues to be willful. Black Knight Defendants knew of the '694 patent since at least July 25, 2014. Black Knight Defendants have disregarded and continue to disregard an objectively high likelihood that their actions infringe the '694 patent. This risk has been known to Black Knight Defendants, or is so obvious that it should have been known to them. After receiving notice of the '694 patent, Black Knight Defendants have continued to infringe the patent.

36. Plaintiff has been damaged by Black Knight Defendants' infringement of the '694 Patent and will suffer additional irreparable damage and impairment of the value of its

Jury Demand

Plaintiff demands trial by jury of all issues.

Prayer for Relief

WHEREFORE, Plaintiff prays for judgment as follows:

- A. A decree preliminarily and permanently enjoining Defendants, their officers, directors, employees, agents, and all persons in active concert with them, from infringing, and contributing to or inducing others to infringe, the '694 patent;
- B. Compensatory damages awarding Plaintiff damages caused by Defendants' infringement of the '694 patent.
- C. Enhancement of Plaintiff's damages by reason of the nature of Defendants' infringement pursuant to 35 U.S.C. § 284;
- D. Costs of suit and attorneys' fees;
- E. Pre-judgment interest; and
- F. Such other relief as justice requires.

Dated: August 1, 2014

Respectfully submitted, by:

/Christin Cho/

Christin Cho

CA State Bar No. 238173

(admitted to practice before the U.S.

District Court for the Eastern District of Texas) Email: christin@dovellaw.com

Gregory S. Dovel

CA State Bar No. 135387

(admitted to practice before the U.S.

District Court for the Eastern District of Texas) Email: greg@dovellaw.com

Dovel & Luner, LLP

201 Santa Monica Blvd., Suite 600

Santa Monica, CA 90401

Telephone: 310-656-7066

Facsimile: 310-657-7069

ATTORNEYS FOR PLAINTIFF
STAR CO RANGER DIGITAL
LLC