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7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10

11 ACROX TECHNOLOGIES CO., LTD.,

12 Plaintiff,

13 v.
14

BEST BUY CO., INC.,
15 BEST BUY STORES, L.P.,
BESTBUY.COM, LLC, and
16 BELKIN INTERNATIONAL, INC.,

17 Defendants.
18

CASE NO.

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff Acrox Technologies Co., Ltd. (“Acrox”), by and through its counsel of record, and
 2 for its Complaint against Best Buy Co., Inc., Best Buy Stores, L.P., BestBuy.com, LLC (“Best Buy”),
 3 and Belkin International, Inc. (“Belkin”) (collectively “Defendants”), states as follows:

4 **NATURE OF THE ACTION**

5 1. This Complaint seeks judgment that Best Buy and Belkin have infringed and continue
 6 to infringe Acrox’s U.S. Patent No. 8,746,447 (“the ’447 patent”), which relates to a protector for a
 7 portable electronic device. A true and accurate copy of the ’447 patent is attached hereto as Exhibit
 8 A.

9 **THE PARTIES**

10 2. Plaintiff Acrox Technologies Co., Ltd. is a corporation organized and existing under
 11 the laws of Taiwan, and has its principal place of business at 4F, No. 89, Minshan St., Neihu Dist.,
 12 Taipei 114, Taiwan, R.O.C. Acrox is the owner of the ’447 patent.

13 3. Upon information and belief, defendant Best Buy Co., Inc. is a corporation operating
 14 and existing under the laws of the state of Minnesota with its principal place of business at 7601
 15 Penn Avenue, Richfield, Minnesota 55423. Upon information and belief, Best Buy Co., Inc. is the
 16 ultimate corporate parent of a number of entities operating generally under the Best Buy name.

17 4. Upon information and belief, defendant Best Buy Stores, L.P. is a limited partnership
 18 operating and existing under the laws of the state of Minnesota with its principal place of business at
 19 7601 Penn Avenue, Richfield, Minnesota 55423. Upon information and belief, Best Buy Stores, L.P.
 20 is a subsidiary of Best Buy Co., Inc.

21 5. Upon information and belief, defendant BestBuy.com, LLC is a limited liability
 22 company operating and existing under the laws of the state of Minnesota with its principal place of
 23 business at 7601 Penn Avenue, Richfield, Minnesota 55423. Upon information and belief,
 24 BestBuy.com, LLC is a subsidiary of Best Buy Co., Inc.

25 6. Upon information and belief, defendant Belkin International, Inc. is a corporation
 26 operating and existing under the laws of Delaware with its principal place of business at 12045 East
 27 Waterfront Drive, Playa Vista, California 90094. Upon information and belief, Belkin International,
 28

1 Inc. lists its agent for service of process as National Registered Agents, Inc., 818 West Seventh
2 Street, Los Angeles, California, 90017.

3 JURISDICTION

4 7. This is an action for patent infringement arising under the Patent Laws of the United
5 States, 35 U.S.C. § 1 *et. seq.*

6 8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a),
7 and under the patent laws of the United States, 35 U.S.C. § 1, *et seq.*

8 9. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(c) and 1400(b).

9 10. This Court has personal jurisdiction over each of the Defendants because, upon
10 information and belief, each defendant conducts substantial business in this District, directly or
11 through intermediaries, including (i) conducting one or more of the infringing acts alleged herein,
12 and (ii) regularly conducting or soliciting business, engaging in other persistent courses of conduct,
13 and/or deriving substantial revenue from goods and services provided to individuals in this District.

14 11. Upon information and belief, defendant Best Buy Co., Inc. regularly maintains retail
15 stores in this District, directly or through intermediaries, through which it offers to sell and sells
16 infringing products, and regularly places infringing products of Belkin into the stream of commerce
17 through established distribution channels with the intent or expectation that those products will be
18 purchased by customers in this District.

19 12. Upon information and belief, defendant Best Buy Stores, L.P. has established and
20 operates a number of brick-and-mortar stores in California, including in this District, through which
21 it regularly promotes, offers to sell, and sells the infringing products of Belkin to customers.

22 13. Upon information and belief, defendant BestBuy.com, LLC regularly maintains a
23 website through which it promotes, offers to sell, and sells the infringing products of Belkin to
24 customers, including customers in the United States, California, and this District.

25 14. Upon information and belief, defendant Belkin regularly offers to sell and sells its
26 infringing products to Best Buy and to others for promotion, sale, and distribution to end users
27 throughout the United States, including in California and this District, with the intent or expectation
28 that those infringing products be sold in this District.

16. Acrox is a leading provider of peripheral products for computers and other electronic devices. Acrox's solutions are used by leading brands and original equipment manufacturers ("OEMs") servicing the growing markets for portable electronic devices and accessories therefor, including smartphone and tablet protectors. Acrox researched extensively to design protectors and the corresponding manufacturing process. In 2012, Acrox filed U.S. patent application 13/431,389, which relates to protectors for portable electronic devices, which issued as the patent-in-suit in June 2014. (Exhibit A). Because of the significant growth and demand for Acrox's patented technology, Acrox has invested in expanding its manufacturing capacity for the patented products to provide the patented solution to or to manufacture products for other companies.

17. Acrox's patented invention for protectors for portable electronic devices provides many advantages, including making the protectors stronger, durable, lighter, aesthetically appealing, and/or cost-effective.

ACROX'S COMPLAINT FOR PATENT INFRINGEMENT

1 promote, offer to sell, and sell these infringing products to consumers in the United States, including
 2 in California and in this District. Upon information and belief, Best Buy also offers to sell and sells
 3 FormFit Coverlet, Slim Style Cover, Slim Style Keyboard Case, products of the same or similar
 4 configurations, and similarly-infringing products in the United States, including in this District,
 5 under different names and/or product numbers of Belkin.

6 19. The '447 patent issued on June 10, 2014. Since that time, Defendants have conducted
 7 on-going acts of infringement by continuing to promote, offer to sell, and sell the infringing products
 8 to customers in the United States, including in this District.

9 20. Defendant Belkin has had knowledge of the '447 patent and its infringement of
 10 the '447 patent since at least August 9, 2014, and despite this knowledge, has continued to infringe.
 11 Plaintiff engaged in licensing discussions with Belkin regarding the '447 patent in or before early
 12 August 2014. On August 9, 2014, Belkin wrote to Plaintiff regarding the '447 patent, stating that
 13 Belkin would review the patent and respond to Plaintiff in early September 2014 to discuss the
 14 patent and a license. To date, Belkin still has not responded to Plaintiff, and continues to infringe
 15 the '447 patent.

16 **COUNT I**

17 **INFRINGEMENT OF U.S. PATENT NO. 8,746,447**

18 21. Plaintiff incorporates by reference each and every allegation set forth in paragraphs 1
 19 through 20 of this Complaint as if fully set forth and restated herein.

20 22. The '447 patent, entitled "Protector for Portable Electronic Device and Method for
 21 Manufacturing the Same," was duly and legally issued by the United States Patent and Trademark
 22 Office on June 10, 2014. A true and correct copy of the '447 patent is attached as Exhibit A.

23 23. Acrox is the sole and exclusive owner of the right, title, and interest in and to the '447
 24 patent, including the right to assert all causes of action arising under said patent and the right to any
 25 remedies for infringement of it.

26 24. Upon information and belief, the Best Buy defendants, without authority or consent of
 27 Acrox, have directly infringed and continue to directly infringe, under 35 U.S.C. § 271(a), at least
 28 claims 1, 2, and 3 of the '447 patent by making, using, offering to sell, selling, importing, and/or

1 providing or causing to be used in the United States, including in this District, products that infringe
2 the '447 patent, including but not limited to the FormFit Coverlet, Slim Style Cover, Slim Style
3 Keyboard Case, other products of the same or similar configurations, products under different names,
4 and variants of these products.

5 25. The Best Buy defendants' infringement of the '447 patent has caused and continues
6 to cause damage and irreparable harm to Plaintiff.

7 26. Upon information and belief, defendant Belkin, without authority or consent of
8 Acrox, has directly infringed and continues to directly infringe, under 35 U.S.C. § 271(a), at least
9 claims 1, 2, and 3 of the '447 patent by making, using, offering to sell, selling, importing, and/or
10 providing or causing to be used in the United States, including in this District, products that infringe
11 the '447 patent, including but not limited to the FormFit Coverlet, Slim Style Cover, Slim Style
12 Keyboard Case, Classic Folio for iPhone 6 or iPhone 6 Plus, other products of the same or similar
13 configurations, products under different names, and variants of these products.

14 27. Defendant Belkin, having had knowledge of the '447 patent and of its own products,
15 induces third-parties, including each of the Best Buy defendants named herein, to infringe the '447
16 patent in violation of 35 U.S.C. § 271(b). For example, Belkin encourages and facilitates the Best
17 Buy defendants to perform actions that Belkin knows to be acts of infringement of the '447 patent,
18 including the infringing acts of Best Buy as identified under paragraphs 24-25. Upon information
19 and belief, defendant Belkin knows that using, offering to sell and selling the Belkin products
20 identified herein constitutes infringement of the '447 patent, and nonetheless has continued its
21 business arrangements with the Best Buy defendants and others with the knowledge and intent that
22 Best Buy and others will offer to sell and sell the infringing Belkin products throughout the United
23 States and in this District. Upon information and belief, defendant Belkin publishes and provides the
24 Best Buy defendants with promotional literature, user guides, instruction manuals, specification kits
25 and materials, and other literature, all of which provide instruction on and/or encourage infringing
26 use and sale of the infringing products, and Belkin offers support and/or technical assistance to its
27 customers and end users, including Best Buy and its customers, to encourage infringing use and sale
28

1 of the infringing products. The Best Buy defendants, and other Belkin customers, each then directly
 2 infringe the '447 patent by offering to sell, selling, and/or using the infringing products.

3 28. Upon information and belief, defendant Belkin's infringement of the '447 patent has
 4 been willful and intentional. Since at least August 9, 2014, Belkin has, after becoming aware of
 5 the '447 patent and its scope, acted with an objectively high likelihood that its actions constitute
 6 infringement of the '447 patent, and has known or should have known the objective-defined risk of
 7 such act leading to the infringement of the '447 patent, by continuing to offer to sell and sell the
 8 above-identified infringing products.

9 29. Defendant Belkin's infringement, directly, indirectly, and willfully, of the '447 patent
 10 has caused and continues to cause damage and irreparable harm to Plaintiff.

11 **PRAYER**

12 WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its favor and
 13 against Defendants as follows:

14 A. An adjudication that the Defendants have infringed, directly and/or indirectly,
 15 the '447 patent;

16 B. An adjudication that Belkin's continuing infringement of the '447 patent has been
 17 willful;

18 C. A permanent injunction enjoining Defendants and their officers, directors, employees,
 19 agents, licensees, representatives, affiliates, related companies, servants, successors and assigns, and
 20 any and all persons acting in privity or in concert with any of them, from further infringing the '447
 21 patent;

22 D. An award of damages to be paid by Defendants adequate to compensate Plaintiff for
 23 Defendants' past infringement, direct and/or indirect, and any continuing and future infringement,
 24 direct and/or indirect, through the date such judgment is entered, including interest, costs, expenses,
 25 and an accounting of all infringing acts;

26 E. An award of enhanced damages under 35 U.S.C. § 284 to be paid by Belkin for its
 27 willful infringement of the '447 patent;

1 F. A declaration that this case is exceptional under 35 U.S.C. § 285, and an award of
2 Plaintiff's costs and reasonable attorney's fees; and

3 G. An award of such other and further relief as the Court deems just and proper under
4 the circumstances.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff demands a jury trial on all matters triable to a jury.

7
8 Dated: November 7, 2014

Finnegan, Henderson, Farabow, Garrett & Dunner, LLP

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