

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

Z-IMAGE, LLC,

Plaintiff,

v.

ADVANCED AVIONICS, INC. D/B/A  
LASER BLAST,

Defendant.

Civil Action No. 14-cv-1044

**JURY TRIAL DEMANDED**

**PATENT CASE**

**COMPLAINT FOR PATENT INFRINGEMENT**

This action is brought by Z-Image, LLC against Advanced Avionics, Inc. d/b/a Laser Blast for infringement, contributory infringement, and/or inducement of infringement of U.S. Patent No. 7,663,091. Z-Image, by its attorneys, for its Complaint against Laser Blast alleges that:

**The Parties**

1. Plaintiff Z-Image, LLC (“Z-Image”) is a Colorado corporation with its principal place of business at 10528 Sunburst Avenue, Firestone, Colorado 80504.
2. On information and belief, defendant Advanced Avionics, Inc. d/b/a Laser Blast (“Laser Blast”) is a Michigan corporation with its principal place of business at 6118 Gotfredson Road, Plymouth, Michigan 48170. Laser Blast may be served with process through its registered agent, Timothy A. Ewald, located at 6118 Gotfredson Road, Plymouth, Michigan 48170.

**Jurisdiction and Venue**

3. This cause of action for patent infringement arises under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.*

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 (Federal Question) and 1338(a) (Patents) because this case involves patent infringement, and arises under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.*

5. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c), and 1400(b), because a substantial part of the events giving rise to the claims occurred and continue to occur in this District, and/or Laser Blast has a regular and established practice of business in this District and has committed and continues to commit acts of infringement in this District.

6. This Court has personal jurisdiction over Laser Blast because, among other reasons Laser Blast has extensive contacts with the State of Texas, and regularly does business in this District by selling and/or offering to sell laser mazes and other products in this District. Upon information and belief, Laser Blast regularly solicits business in the State of Texas and this District; derives revenue from products and/or services provided to individuals residing in the State of Texas and this District; conducts business using the claimed systems with customers residing in the State of Texas and this District; and provides and/or markets products directly or indirectly to consumers in the State of Texas and this District.

### **Background**

7. Z-Image licenses its intellectual property to Funovation, Inc. and others who manufacture and market high quality laser mazes using Z-Image's patented technology to customers throughout the United States and the world.

8. On February 16, 2010, the U.S. Patent and Trademark Office ("USPTO") issued U.S. Patent No. 7,663,091, titled "Laser Controller" ("the '091 patent"). On September 27, 2011, the USPTO issued an Ex Parte Reexamination Certificate for the '091 patent confirming

the patentability of claims 2–4, 7, and 8. A true and correct copy of the '091 patent, including the reexamination certificate, is attached hereto as Exhibit A.

9. Z-Image is the assignee of the '091 patent.

10. The '091 patent covers, among other things, a laser maze controller adapted to enter an alignment mode.

11. On information and belief, Laser Blast manufactures and sells, among other things, laser mazes with controllers adapted to enter an alignment mode.

12. On information and belief, Laser Blast sells its laser mazes to Creative Works, Inc. d/b/a Lazer Frenzy (“Lazer Frenzy”), an Indiana corporation with a principal place of business at 350 Bridge Street, Mooresville, Indiana 46158. On information and belief, the Laser Blast laser mazes are resold as “Lazer Frenzy,” “Single Maze Package,” or “Dueling Maze Package.” See Lazer Frenzy website, available at [www.lazerfrenzy.com](http://www.lazerfrenzy.com) (“Products” menu) (last visited Nov. 7, 2014). A true and correct copy of screenshots from pages of the Lazer Frenzy website is attached as Exhibit B.

13. On information and belief, at least one laser maze manufactured and sold by Laser Blast is located in this District. Specifically, Lazer Frenzy’s website states that “Bubblee Entertainment in *Beaumont, Texas* has recently added a Lazer Frenzy in a local mall, . . . and has seen amazing results with the new attraction.” Lazer Frenzy website, available at [www.lazerfrenzy.com/about-us/news/64-lazer-frenzy-hits-local-shopping-mall](http://www.lazerfrenzy.com/about-us/news/64-lazer-frenzy-hits-local-shopping-mall) (last visited Nov. 7, 2014) (emphasis added). A true and correct copy of screenshots from pages of the Lazer Frenzy website is attached as Exhibit B.

14. On information and belief, Laser Blast has manufactured, exported, used, sold, and/or offered for sale and continues to manufacture, export, use, sell, and/or offer for sale

products that infringe, contribute to the infringement, and/or induce the infringement of the '091 patent.

**COUNT I**  
**(Direct Infringement of the '091 patent)**

15. Z-Image incorporates by reference the factual allegations contained in paragraphs 1 through 14 of this Complaint, as if fully set forth herein.

16. On information and belief, Laser Blast has directly infringed and is continuing to directly infringe, literally or under the doctrine of equivalents, at least claims 2–4 of the '091 patent by manufacturing, exporting, using, selling, and/or offering for sale laser mazes. *See* 35 U.S.C. § 271(a).

17. On information and belief, Laser Blast has committed the aforementioned acts of infringement with full knowledge of the '091 patent and Z-Image's rights therein because, among other things, Z-Image's counsel sent a letter to Laser Blast enclosing the '091 patent.

18. All of the aforementioned infringing acts by Laser Blast are without the permission, license, or consent of Z-Image.

19. All of the aforementioned infringing acts by Laser Blast have been, and continue to be, willful and deliberate, and Z-Image believes that such acts will continue in the future unless Laser Blast is enjoined by this Court.

20. By reason of Laser Blast's acts of infringement, it has been unjustly enriched.

21. By reason of Laser Blast's acts of infringement, Z-Image has suffered and will continue to suffer irreparable harm and damages, including, but not limited to, lost royalties and diminution of the value of the '091 patent, in an amount to be determined.

22. As a result of the continuing harm to Z-Image and the diminution of the value of the '091 patent, Z-Image has no remedy at law.

**COUNT II**  
**(Induced Infringement of the '091 patent)**

23. Z-Image incorporates by reference the factual allegations contained in paragraphs 1 through 22 of this Complaint, as if fully set forth herein.

24. On information and belief, Laser Blast has induced the infringement and is continuing to induce the infringement of the '091 patent by manufacturing, exporting, using, selling, and/or offering for sale laser mazes. *See* 35 U.S.C. § 271(b).

25. On information and belief, Laser Blast intends to cause others to infringe the '091 patent by supplying its customers with infringing products with the knowledge that its customers' actions constitute direct infringement.

26. On information and belief, Laser Blast's customers are directly infringing and continue to directly infringe, literally or under the doctrine of equivalents, the '091 patent by manufacturing, exporting, using, selling, and/or offering for sale laser mazes supplied by Laser Blast. *See* 35 U.S.C. § 271(a).

27. On information and belief, Laser Blast has committed the aforementioned acts of infringement with full knowledge of the '091 patent and Z-Image's rights therein because, among other things, Z-Image sent a letter to Laser Blast enclosing the '091 patent.

28. All of the aforementioned infringing acts by Laser Blast and/or others are without the permission, license, or consent of Z-Image.

29. All of the aforementioned infringing acts by Laser Blast have been, and continue to be, willful and deliberate, and Z-Image believes that such acts will continue in the future unless Laser Blast is enjoined by this Court.

30. By reason of Laser Blast's acts of induced infringement, it has been unjustly enriched.

31. By reason of Laser Blast's acts of induced infringement, Z-Image has suffered and will continue to suffer irreparable harm and damages, including, but not limited to, lost royalties and diminution of the value of the '091 patent, in an amount to be determined.

32. As a result of the continuing harm to Z-Image and the diminution of the value of the '091 patent, Z-Image has no remedy at law.

**COUNT III**  
**(Contributory Infringement of the '091 patent)**

33. Z-Image incorporates by reference the factual allegations contained in paragraphs 1 through 32 of this Complaint, as if fully set forth herein.

34. On information and belief, Laser Blast has contributed to the infringement and is continuing to contribute to the infringement of the '091 patent by manufacturing, exporting, using, selling, and/or offering for sale laser mazes. *See* 35 U.S.C. § 271(c).

35. On information and belief, Laser Blast's customers are directly infringing and continue to directly infringe, literally or under the doctrine of equivalents, the '091 patent by manufacturing, exporting, using, selling, and/or offering for sale laser mazes. *See* 35 U.S.C. § 271(a).

36. On information and belief, Laser Blast's laser mazes and laser maze controllers are for use in practicing the '091 patent. Further, Laser Blast's laser mazes and laser maze controllers are a material part of the invention, and are known by Laser Blast to be especially made or especially adapted for use in infringement of the '091 patent.

37. On information and belief, Laser Blast's laser mazes have no other substantial non-infringing uses.

38. On information and belief, Laser Blast has committed the aforementioned acts of infringement with full knowledge of the '091 patent and Z-Image's rights therein because, among other things, Z-Image sent Laser Blast a letter enclosing the '091 patent.

39. All of the aforementioned infringing acts by Laser Blast and/or others are without the permission, license, or consent of Z-Image.

40. All of the aforementioned infringing acts by Laser Blast have been, and continue to be, willful and deliberate, and Z-Image believes that such acts will continue in the future unless Laser Blast is enjoined by this Court.

41. By reason of Laser Blast's acts of contributory infringement, it has been unjustly enriched.

42. By reason of Laser Blast's acts of contributory infringement, Z-Image has suffered and will continue to suffer irreparable harm and damages, including, but not limited to, lost royalties and diminution of the value of the '091 patent, in an amount to be determined.

43. As a result of the continuing harm to Z-Image and the diminution of the value of the '091 patent, Z-Image has no remedy at law.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Z-Image respectfully requests a trial by jury on all issues.

**RELIEF SOUGHT:**

WHEREFORE, Z-Image respectfully requests that this Court:

(1) Rule that Laser Blast's laser mazes and laser maze controllers infringe, contribute to the infringement, and/or induce the infringement of the '091 patent;

(2) Grant a preliminary and/or permanent injunction against the continued infringement, contributory infringement, and/or induced infringement of the '091 patent by Laser Blast and each of its agents, servants, employees, attorneys, officers, and all others in privity and acting in concert with them;

(3) Order an accounting to determine and assess against Laser Blast an award to fully compensate Z-Image for damages arising out of Laser Blast's infringement, contributory infringement, and/or induced infringement of the '091 patent;

(4) Order that this case be deemed exceptional under 35 U.S.C. § 285;

(5) Award treble damages against Laser Blast by reason of the willful and deliberate nature of its infringement under 35 U.S.C. § 284;

(6) Award Z-Image its costs and reasonable attorneys' fees incurred in this action under 35 U.S.C. § 285 or as otherwise permitted by law; and

(7) Grant Z-Image any such other, further, different, or additional relief as this Court deems just, equitable, and proper.

Dated: November 14, 2014

Respectfully submitted,

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