

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

DYNAMIC HOSTING COMPANY LLC,

Plaintiff,

v.

XEROX CORPORATION,

Defendant.

CIVIL ACTION NO. 2:14-cv-1079

ORIGINAL COMPLAINT
FOR PATENT INFRINGEMENT

JURY TRIAL DEMANDED

Plaintiff Dynamic Hosting Company LLC (“Dynamic Hosting”) files this original complaint against the above-named defendant, alleging, based on its own knowledge as to itself and its own actions, and based on information and belief as to all other matters, as follows:

PARTIES

1. Dynamic Hosting is a limited liability company formed under the laws of the State of Texas, with a principal place of business in Tyler, Texas.

2. Defendant Xerox Corporation (“Xerox”) is a corporation organized under the laws of New York with a principal place of business in Norwalk, CT. It can be served through its resident agent for service of process in Texas: Prentice Hall Corporation System; 211 E. 7th Street, Suite 620, Austin, TX 78701-3218

JURISDICTION AND VENUE

3. This is an action for infringement of a United States patent arising under 35 U.S.C. §§ 271, 281, and 284–85, among others. This Court has subject matter jurisdiction of the action under 28 U.S.C. § 1331 and § 1338(a).

4. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400(b). Upon information and belief, defendant has transacted business in this district and has committed acts of patent infringement in this district.

5. Defendant is subject to this Court's specific and general personal jurisdiction under due process and/or the Texas Long Arm Statute due at least to defendant's substantial business in this forum, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas and in this district.

KNOWLEDGE

6. This lawsuit involves, as will be further described below, infringement of U.S. Patent Nos. 5,826,026 and 6,216,156.

7. Defendant has or will have knowledge of the patents-in-suit at least of the filing date and/or service date of this complaint.

8. Defendant's infringement is willful at least as of the filing date and/or service date of this complaint.

COUNT I: DIRECT INFRINGEMENT OF U.S. PATENT NO. 5,826,026

9. On Oct. 20, 1998, United States Patent No. 5,826,026 ("the 026 patent") was duly and legally issued by the United States Patent and Trademark Office for an invention titled "Internet Message Communicator With Direct Output To A Hard Copy Device."

10. Dynamic Hosting is the owner of the 026 patent with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the 026 patent against infringers, and to collect damages for all relevant times.

11. Xerox made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for printers that are compatible with the feature designated “Xerox Mobile Print Cloud” (including, based on information on its website(s), at least the following models: ColorQube 8700, ColorQube 8900, ColorQube 9201/9202/9203, ColorQube 9301/9302/9303, DocuColor 12, DocuColor 240/250, DocuColor 242/252/260, DocuColor 1632, DocuColor 2006, DocuColor 2240, DocuColor 3535, DocuColor 5750 Color Copier/Printer, DocuColor 5799 Copier/Printer, DocuColor Office 6, Document Centre 220 ST Multifunction Machine, Document Centre 230 Laser Printer, Document Centre 230 ST, Document Centre 240 ST, Document Centre 255 Laser Printer, Document Centre 255 ST, Document Centre 265 Laser Printer, Document Centre 265 ST, Document Centre 332 ST, Document Centre 340 ST, Document Centre 425 Multifunction, Document Centre 426 Multifunction, Document Centre 430 Multifunction, Document Centre 432 Multifunction, Document Centre 440 Multifunction, Document Centre 460 ST, Document Centre 470ST, Document Centre 480ST, Document Centre 490ST, Document Centre 535 Multifunction System, Document Centre 545 Multifunction System, Document Centre 555 Multifunction System, Document Centre ColorSeries 50, Document WorkCentre Pro 3002 Multifunction, Document WorkCentre Pro 3004 Multifunction, Phaser 3200MFP, Phaser 3300MFP, Phaser 3635MFP, Phaser 6128MFP, Phaser 6180MFP, Phaser 8560MFP, Phaser 8860MFP, WorkCentre 133, WorkCentre 232/238, WorkCentre 245/255, WorkCentre 250, WorkCentre 265/275, WorkCentre 3315/3325, WorkCentre 3550, WorkCentre 3615, WorkCentre 3655, WorkCentre 4150, WorkCentre 4250, WorkCentre 4260, WorkCentre 4265, WorkCentre 5030/5050, WorkCentre 5135/5150, WorkCentre 5222, WorkCentre 5225/5230, WorkCentre 5325/5330/5335, WorkCentre 5632/5638, WorkCentre 5645/5655, WorkCentre 5665/5675/5687, WorkCentre 5735/5740/5745/5755, WorkCentre

5765/5775/5790, WorkCentre 5845/5855, WorkCentre 5865/5875/5890, WorkCentre 5945/5955, WorkCentre 6400, WorkCentre 6505, WorkCentre 6605, WorkCentre 6655, WorkCentre 7120/7125, WorkCentre 7132, WorkCentre 7220/7225, WorkCentre 7232/7242, WorkCentre 7328/7335/7345/7346, WorkCentre 7425/7428/7435, WorkCentre 7525/7530/7535/7545/7556, WorkCentre 7655/7665/7675, WorkCentre 7755/7765/7775, WorkCentre 7830/7835/7845/7855, WorkCentre 7970, WorkCentre BookMark 40 & 55, WorkCentre C2424, WorkCentre M15, WorkCentre M15i, WorkCentre M20/M20i, WorkCentre M24, WorkCentre M35, WorkCentre M45, WorkCentre M55, WorkCentre M118/M118i, WorkCentre M123/M128, WorkCentre M165/M175, WorkCentre PE16, WorkCentre PE120/PE120i, WorkCentre Pro 16fx, WorkCentre Pro 16p, WorkCentre Pro 32 Color Multifunction System, WorkCentre Pro 35, WorkCentre Pro 40 Color Multifunction System, WorkCentre Pro 45, WorkCentre Pro 55, WorkCentre Pro 65, WorkCentre Pro 75, WorkCentre Pro 90, WorkCentre Pro 123/128, WorkCentre Pro 133, WorkCentre Pro 165/175, WorkCentre Pro 215, WorkCentre Pro 232/238, WorkCentre Pro 245/255, WorkCentre Pro 265/275, WorkCentre Pro 412, WorkCentre Pro 416Pi, WorkCentre Pro 416Si, WorkCentre Pro 575, WorkCentre Pro 580, WorkCentre Pro 665, WorkCentre Pro 685, WorkCentre Pro 765, WorkCentre Pro 785, WorkCentre Pro C2128/C2636/C3545, Xerox 700i, Xerox 4590 Copier/Printer, Xerox Color C75 Press, Xerox Color 560/570, Xerox Color C60/C70, Xerox D136, ColorQube 8570, ColorQube 8870, DocuColor 4, DocuColor 12 Printer, DocuPrint 4505, DocuPrint 4508, DocuPrint 4510, DocuPrint 4512/N, DocuPrint 4517, DocuPrint C55/C55mp, DocuPrint N17/b, DocuPrint N24, DocuPrint N32, DocuPrint N40, DocuPrint N2025, DocuPrint N2125, DocuPrint N2825, DocuPrint N3225, DocuPrint N4025, DocuPrint N4525, DocuPrint NC60, Phaser 140, Phaser 200/e/i/220, Phaser 240, Phaser 300/i/X, Phaser 340, Phaser 350, Phaser 360, Phaser 380, Phaser

440, Phaser 450, Phaser 540, Phaser 550, Phaser 560, Phaser 600, Phaser 740/740L, Phaser 750, Phaser 780, Phaser 790, Phaser 840, Phaser 850, Phaser 860, Phaser 1235, Phaser 2135, Phaser 3150, Phaser 3250, Phaser 3320, Phaser 3400, Phaser 3450, Phaser 3500, Phaser 3600, Phaser 3610, Phaser 4400, Phaser 4500, Phaser 4510, Phaser 4600/4620, Phaser 4622, Phaser 5400, Phaser 5500, Phaser 5550, Phaser 6120, Phaser 6130, Phaser 6180, Phaser 6200, Phaser 6250, Phaser 6280, Phaser 6300/6350, Phaser 6360, Phaser 6500, Phaser 6600, Phaser 6700, Phaser 7100, Phaser 7300, Phaser 7400, Phaser 7500, Phaser 7700, Phaser 7750, Phaser 7760, Phaser 7800, Phaser 8200, Phaser 8400, Phaser 8500/8550, Phaser 8560, Phaser 8860, Phaser EX7750, Xerox Color 8250, Xerox iGen4, Xerox iGen4 Diamond Edition, Xerox iGen4 EXP, Xerox iGen 150, DocuColor 12 Copier/Printer) that directly infringed one or more claims of the 026 patent.

12. In addition, customers of Xerox used Xerox printers that are compatible with the feature designated “Xerox Mobile Print Cloud” (including, based on information on its website(s), at least the following models: ColorQube 8700, ColorQube 8900, ColorQube 9201/9202/9203, ColorQube 9301/9302/9303, DocuColor 12, DocuColor 240/250, DocuColor 242/252/260, DocuColor 1632, DocuColor 2006, DocuColor 2240, DocuColor 3535, DocuColor 5750 Color Copier/Printer, DocuColor 5799 Copier/Printer, DocuColor Office 6, Document Centre 220 ST Multifunction Machine, Document Centre 230 Laser Printer, Document Centre 230 ST, Document Centre 240 ST, Document Centre 255 Laser Printer, Document Centre 255 ST, Document Centre 265 Laser Printer, Document Centre 265 ST, Document Centre 332 ST, Document Centre 340 ST, Document Centre 425 Multifunction, Document Centre 426 Multifunction, Document Centre 430 Multifunction, Document Centre 432 Multifunction, Document Centre 440 Multifunction, Document Centre 460 ST, Document Centre 470ST, Document Centre 480ST, Document Centre 490ST, Document Centre 535 Multifunction

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13. Xerox induced the infringement of the abovementioned customers.

14. Xerox took active steps, directly and/or through contractual relationships with others, to cause infringement with both knowledge of the 026 patent and the specific intent to

cause the abovementioned customers to use printers in a manner that infringed the 026 patent. Such steps by Xerox included, among other things, advising or directing the abovementioned customers to use printers in an infringing manner; advertising and promoting the use of printers in an infringing manner; and/or distributing instructions that guide users to use the printers in an infringing manner.

15. Xerox contributed to the infringement of the abovementioned customers.

16. The infringing printers used by the abovementioned customers have hardware and/or software components that are especially designed to be used with “Xerox Mobile Print Cloud,” and are especially designed to be used in an infringing way. These components in these printers constitute a material part of the invention of one or more asserted claims of the 026 patent and are not staple articles of commerce suitable for substantial non-infringing use. These distinct and separate components are used only to carry out “Xerox Mobile Print Cloud” in an infringing way and not any other printing functionality.

17. Dynamic Hosting has been damaged as a result of the infringing conduct by defendant alleged above. Thus, defendant is liable to Dynamic Hosting in an amount that adequately compensates Dynamic Hosting for such infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

18. Dynamic Hosting and/or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law.

COUNT II: DIRECT INFRINGEMENT OF U.S. PATENT NO. 6,216,156

19. On April 10, 2001, United States Patent No. 6,216,156 (“the 156 patent”) was duly and legally issued by the United States Patent and Trademark Office for an invention titled “Internet Message Communicator With Direct Output To A Hard Copy Device.”

20. Dynamic Hosting is the owner of the 156 patent with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the 156 patent against infringers, and to collect damages for all relevant times.

21. Xerox made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for printers compatible with the feature designated “Xerox Mobile Print Cloud” (including, based on information on its website(s), at least the following models: ColorQube 8700, ColorQube 8900, ColorQube 9201/9202/9203, ColorQube 9301/9302/9303, DocuColor 12, DocuColor 240/250, DocuColor 242/252/260, DocuColor 1632, DocuColor 2006, DocuColor 2240, DocuColor 3535, DocuColor 5750 Color Copier/Printer, DocuColor 5799 Copier/Printer, DocuColor Office 6, Document Centre 220 ST Multifunction Machine, Document Centre 230 Laser Printer, Document Centre 230 ST, Document Centre 240 ST, Document Centre 255 Laser Printer, Document Centre 255 ST, Document Centre 265 Laser Printer, Document Centre 265 ST, Document Centre 332 ST, Document Centre 340 ST, Document Centre 425 Multifunction, Document Centre 426 Multifunction, Document Centre 430 Multifunction, Document Centre 432 Multifunction, Document Centre 440 Multifunction, Document Centre 460 ST, Document Centre 470ST, Document Centre 480ST, Document Centre 490ST, Document Centre 535 Multifunction System, Document Centre 545 Multifunction System, Document Centre 555 Multifunction System, Document Centre ColorSeries 50, Document WorkCentre Pro 3002 Multifunction, Document WorkCentre Pro 3004 Multifunction, Phaser 3200MFP, Phaser 3300MFP, Phaser 3635MFP, Phaser 6128MFP, Phaser 6180MFP,

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22. In addition, customers of Xerox used Xerox printers that feature that are compatible with the feature designated “Xerox Mobile Print Cloud” (including, based on information on its website(s), at least the following models: ColorQube 8700, ColorQube 8900, ColorQube 9201/9202/9203, ColorQube 9301/9302/9303, DocuColor 12, DocuColor 240/250, DocuColor 242/252/260, DocuColor 1632, DocuColor 2006, DocuColor 2240, DocuColor 3535, DocuColor 5750 Color Copier/Printer, DocuColor 5799 Copier/Printer, DocuColor Office 6, Document Centre 220 ST Multifunction Machine, Document Centre 230 Laser Printer,

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WorkCentre M55, WorkCentre M118/M118i, WorkCentre M123/M128, WorkCentre M165/M175, WorkCentre PE16, WorkCentre PE120/PE120i, WorkCentre Pro 16fx, WorkCentre Pro 16p, WorkCentre Pro 32 Color Multifunction System, WorkCentre Pro 35, WorkCentre Pro 40 Color Multifunction System, WorkCentre Pro 45, WorkCentre Pro 55, WorkCentre Pro 65, WorkCentre Pro 75, WorkCentre Pro 90, WorkCentre Pro 123/128, WorkCentre Pro 133, WorkCentre Pro 165/175, WorkCentre Pro 215, WorkCentre Pro 232/238, WorkCentre Pro 245/255, WorkCentre Pro 265/275, WorkCentre Pro 412, WorkCentre Pro 416Pi, WorkCentre Pro 416Si, WorkCentre Pro 575, WorkCentre Pro 580, WorkCentre Pro 665, WorkCentre Pro 685, WorkCentre Pro 765, WorkCentre Pro 785, WorkCentre Pro C2128/C2636/C3545, Xerox 700i, Xerox 4590 Copier/Printer, Xerox Color C75 Press, Xerox Color 560/570, Xerox Color C60/C70, Xerox D136, ColorQube 8570, ColorQube 8870, DocuColor 4, DocuColor 12 Printer, DocuPrint 4505, DocuPrint 4508, DocuPrint 4510, DocuPrint 4512/N, DocuPrint 4517, DocuPrint C55/C55mp, DocuPrint N17/b, DocuPrint N24, DocuPrint N32, DocuPrint N40, DocuPrint N2025, DocuPrint N2125, DocuPrint N2825, DocuPrint N3225, DocuPrint N4025, DocuPrint N4525, DocuPrint NC60, Phaser 140, Phaser 200/e/i/220, Phaser 240, Phaser 300/i/X, Phaser 340, Phaser 350, Phaser 360, Phaser 380, Phaser 440, Phaser 450, Phaser 540, Phaser 550, Phaser 560, Phaser 600, Phaser 740/740L, Phaser 750, Phaser 780, Phaser 790, Phaser 840, Phaser 850, Phaser 860, Phaser 1235, Phaser 2135, Phaser 3150, Phaser 3250, Phaser 3320, Phaser 3400, Phaser 3450, Phaser 3500, Phaser 3600, Phaser 3610, Phaser 4400, Phaser 4500, Phaser 4510, Phaser 4600/4620, Phaser 4622, Phaser 5400, Phaser 5500, Phaser 5550, Phaser 6120, Phaser 6130, Phaser 6180, Phaser 6200, Phaser 6250, Phaser 6280, Phaser 6300/6350, Phaser 6360, Phaser 6500, Phaser 6600, Phaser 6700, Phaser 7100, Phaser 7300, Phaser 7400, Phaser 7500, Phaser 7700, Phaser 7750, Phaser 7760, Phaser

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23. Xerox induced the infringement of the abovementioned customers.

24. Xerox took active steps, directly and/or through contractual relationships with others, to cause infringement with both knowledge of the 156 patent and the specific intent to cause the abovementioned customers to use printers in a manner that infringed the 156 patent. Such steps by Xerox included, among other things, advising or directing the abovementioned customers to use printers in an infringing manner; advertising and promoting the use of printers in an infringing manner; and/or distributing instructions that guide users to use the printers in an infringing manner.

25. Xerox contributed to the infringement of the abovementioned customers.

26. The infringing printers used by the abovementioned customers have hardware and/or software components that are especially designed to be used with “Xerox Mobile Print Cloud,” and are especially designed to be used in an infringing way. These components in these printers constitute a material part of the invention of one or more asserted claims of the 156 patent and are not staple articles of commerce suitable for substantial non-infringing use. These distinct and separate components are used only to carry out “Xerox Mobile Print Cloud” in an infringing way and not any other printing functionality.

27. Dynamic Hosting has been damaged as a result of the infringing conduct by defendant alleged above. Thus, defendant is liable to Dynamic Hosting in an amount that adequately compensates Dynamic Hosting for such infringements, which, by law, cannot be less

than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

28. Dynamic Hosting and/or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law.

JURY DEMAND

Dynamic Hosting hereby requests a trial by jury on all issues so triable by right.

PRAYER FOR RELIEF

Dynamic Hosting requests that the Court find in its favor and against defendant and that the Court grant Dynamic Hosting the following relief:

- a. Judgment that one or more claims of the 026 and 156 patents have been infringed, either literally and/or under the doctrine of equivalents, by defendant;
- b. Judgment that defendant account for and pay to Dynamic Hosting all damages to and costs incurred by Dynamic Hosting because of defendant's infringing activities and other conduct complained of herein;
- c. That defendant's infringement be found to be willful, and that the Court award treble damages for the period of such willful infringement under 35 U.S.C. § 284;
- d. A permanent injunction enjoining defendant and its respective officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement of the 026 and 156 patents;
- e. Pre-judgment and post-judgment interest on the damages caused by defendant's infringing activities and other conduct complained of herein;
- f. A declaration by the Court that this an exceptional case and an award to Dynamic Hosting its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and

g. Other and further relief as the Court may deem just and proper under the circumstances.

Dated: November 24, 2014

Respectfully submitted,

/s/ Matthew J. Antonelli

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