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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION
10

11 HIGH QUALITY PRINTING
INVENTIONS, LLC,

12 Plaintiff,
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14 v.

15 DIGITAL ROOM, INC., d/b/a
PRINTRUNNER.COM, NEXT DAY
16 FLYERS, UPRINTING.COM,
YOUPRINT.COM, and
17 PRINTSMADEEASY.COM,

18 Defendants.
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CASE NO. 2:15-CV-09170

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff High Quality Printing Inventions, LLC, for its Complaint against
2 Defendant Digital Room, Inc. d/b/a PrintRunner.com, Next Day Flyers,
3 UPrinting.com, YouPrint.com, and PrintsMadeEasy.com, states as follows:

4 **I. JURISDICTION AND VENUE**

5 1. This Court has subject matter jurisdiction over this action under 28
6 U.S.C. §§ 1331 and 1338(a) because it arises under the Patent Laws of the United
7 States, United States Code, Title 35.

8 2. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and
9 1400(b). On information and belief, Defendant Digital Room, Inc. d/b/a
10 PrintRunner.com, Next Day Flyers, UPrinting.com, YouPrint.com, and
11 PrintsMadeEasy.com (“Defendant”) has a regular and established place of business
12 in this district, has transacted business in this district, and/or has committed acts of
13 patent infringement in this district.

14 3. On information and belief, Defendant is subject to this Court’s
15 specific and general personal jurisdiction pursuant to due process and/or the
16 California Long Arm Statute, due at least to its substantial business in this forum
17 including but not limited to: (i) at least a portion of the infringements alleged
18 herein; and (ii) regularly doing or soliciting business, engaging in other persistent
19 courses of conduct, and/or deriving substantial revenue from goods and services
20 provided to individuals in California and in this district.

21 **II. NATURE OF ACTION**

22 4. This is a patent infringement action to stop Defendant’s infringement
23 of U.S. Patent No. 6,012,070 (the “’070 Patent”).

24 **III. THE PARTIES**

25 5. Plaintiff High Quality Printing Inventions, LLC (“HQPI”) is a
26 Delaware limited liability company.

27 6. Upon information and belief, Defendant is a California corporation
28 with its principal place of business located at 8000 Haskell Ave., Van Nuys, CA

1 91406. Upon information and belief, Defendant does business in California,
2 including in this district. Defendant may be served with process through service
3 upon its registered agent, Adam Berger, located at 8000 Haskell Ave., Van Nuys,
4 CA 91406.

5 **IV. GENERAL SUMMARY OF THE TECHNOLOGY AT ISSUE**

6 7. The invention in the '070 Patent relates generally to the field of
7 publishing and printing.

8 8. More specifically, the invention relates to systems and methods of
9 producing customized business forms or brochures.

10 9. According to the invention in the '070 Patent, an end user, without
11 layout experience, by using a plurality of templates can replace text, can choose
12 low resolution pictures from the graphic templates, and can create customized,
13 quality documents. The documents in electronic format may then be readily
14 transported (*e.g.*, electronically over phone lines) to a printing facility where
15 physical documents can be automatically created with quick turnaround full
16 process color high resolution printing.

17 10. Thus, the invention relates to a method of producing business forms or
18 brochures, and doing so by only displaying low resolution graphics at the user
19 station, yet producing the final product with high resolution graphics.

20 **V. CAUSES OF ACTION**

21 **COUNT I**

22 11. HQPI incorporates the preceding paragraphs as though fully set forth
23 herein.

24 12. HQPI owns, by assignment, the '070 Patent entitled "Digital Design
25 Station Procedure." A true and correct copy of the '070 Patent is attached hereto
26 as Exhibit 1.

27 13. Upon information and belief, Defendant, in violation of 35 U.S.C. §
28 271, has infringed, literally or through the doctrine of equivalents, and continues to

1 infringe at least claim 20 of the '070 Patent through Defendant's using a method of
 2 producing customized business forms or brochures using a plurality of low
 3 resolution graphics templates in electronic form at a user station including a video
 4 monitor, selection device, and processor, and selling and offering services that
 5 include this method (the "Infringing Services").

6 14. Exemplary Infringing Services include, without limitation,
 7 Defendant's online design and printing services offered on its websites located at
 8 <http://www.printrunner.com/>, <http://www.nextdayflyers.com>, www.uptinting.com,
 9 www.youprint.com, and www.printsmadeeasy.com, including but not limited to
 10 services offered specifically at [http://www.printrunner.com/design-your-own-](http://www.printrunner.com/design-your-own-file.html)
 11 [file.html](http://www.printrunner.com/design-your-own-file.html), <http://www.nextdayflyers.com/design-online-help>,
 12 <http://www.uptinting.com/products.html>, <http://www.youprint.com/brochures>,
 13 <http://www.youprint.com/business+cards>, <http://www.youprint.com/flyers>,
 14 <http://www.youprint.com/postcards>, <http://www.youprint.com/posters>,
 15 <http://www.printsmadeeasy.com/return+address+labels>,
 16 <http://www.printsmadeeasy.com/appointment+cards>,
 17 <http://www.printsmadeeasy.com/business+cards>,
 18 <http://www.printsmadeeasy.com/envelopes>,
 19 <http://www.printsmadeeasy.com/brochures>,
 20 <http://www.printsmadeeasy.com/flyers>,
 21 <http://www.printsmadeeasy.com/greeting+cards>,
 22 <http://www.printsmadeeasy.com/postcards>, and
 23 <http://www.printsmadeeasy.com/thank+you+cards>, among others. Defendant
 24 advertises and offers its online design and printing services, through which
 25 customers can select templates provided by Defendant to create customized
 26 business forms, brochures, and other documents, to be printed in high resolution by
 27 Defendant.

1 15. The steps of the invention disclosed in the '070 Patent that are
2 practiced at the user station, even if performed by a separate actor (*e.g.*, a
3 customer), are attributable to Defendant, such that Defendant is responsible for the
4 infringement.

5 16. All steps of the claimed methods are performed by or attributable to
6 Defendant because, upon information and belief, Defendant directs or controls its
7 customers' performance of certain method steps.

8 17. Upon information and belief, Defendant directs or controls the
9 performance of those steps performed at the user station because Defendant
10 conditions participation in an activity or receipt of a benefit upon performance of a
11 step or steps of the patented method and establishes the manner or timing of that
12 performance.

13 18. Upon information and belief, Defendant conditions customers' use of
14 its services, including the use of its templates, upon customers' performance of the
15 steps practiced at the user station (*e.g.*, selecting one or more templates to create a
16 customized document in electronic format, electronically saving the customized
17 document in electronic format, and transmitting the saved customized document to
18 the printing installation without transmitting a document, physical graphics, or
19 templates from the user station).

20 19. Upon information and belief, Defendant requires its customers to sign
21 a contract and/or agree to certain terms of use that delineates the steps customers
22 must perform if they use Defendant's services, including the use of its templates.

23 20. Upon information and belief, Defendant establishes the manner or
24 timing of its customers' performance by providing instructions regarding how to
25 use Defendant's services, including the use of its templates, and providing
26 customer support services if the customer experiences any problems.

27 21. Upon information and belief, if Defendant's precise steps are not
28 followed, Defendant's services may not be available or may be delayed.

1 22. Thus, upon information and belief, Defendant's customers do not
2 merely take Defendant's guidance and act independently on their own, but rather,
3 Defendant establishes the manner and timing of its customers' performance so that
4 customers can only avail themselves of Defendant's services, including the use of
5 its templates, upon their performance of the method steps.

6 23. Defendant has not given the Infringing Services a specific and
7 publicly-available name. Accordingly, Plaintiff cannot provide the name used by
8 Defendant for such services without the benefit of discovery.

9 24. Defendant has sufficient experience and knowledge of digital design
10 station technology generally, and of its systems and methods specifically, to
11 determine which of its systems and methods produce customized business forms,
12 brochures, and other documents through the use of low resolution graphics
13 templates and text templates.

14 25. Defendant has sufficient experience and knowledge of digital design
15 station technology generally, and of its systems and methods specifically, to
16 determine which of its systems and methods do not produce customized business
17 forms, brochures, and other documents through the use of low resolution graphics
18 templates and text templates.

19 26. Defendant further infringes the applicable claim(s) of the '070 Patent
20 by making, offering for sale, and selling products made through use of the
21 method(s) claimed therein.

22 27. On information and belief, Defendant will continue to infringe the
23 '070 Patent unless enjoined by this Court.

24 28. HQPI reserves the right to assert willful infringement of the '070
25 Patent if discovery reveals that Defendant's infringement of the '070 Patent is, has
26 been, and/or continues to be willful and deliberate.

27 29. As a direct and proximate result of Defendant's infringement of the
28 '070 Patent, HQPI has been and continues to be damaged in an amount yet to be

1 determined.

2 30. Unless Defendant's ongoing infringement is enjoined, HQPI will
3 suffer irreparable injury for which there is no adequate remedy at law.

4 31. This is an exceptional case such that HQPI should be entitled to its
5 reasonable attorney fees and expenses incurred in prosecuting this action and
6 defending any counterclaims brought by Defendant.

7 **VI. REQUEST FOR RELIEF**

8 Wherefore, HQPI requests the following relief:

9 1. A judgment in favor of HQPI that Defendant has infringed at least
10 claim 20 of the '070 Patent;

11 2. A permanent injunction enjoining Defendant and its officers,
12 directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries,
13 parents, and all other actors acting in active concert therewith from infringing the
14 '070 Patent;

15 3. A judgment and order requiring Defendant to pay HQPI its damages
16 in an amount not less than a reasonable royalty, treble damages, costs, expenses,
17 and prejudgment and post-judgment interest for Defendant's infringement of the
18 '070 Patent, as provided under 35 U.S.C. § 284;

19 4. A judgment and order finding that this is an exceptional case within
20 the meaning of 35 U.S.C. § 285, and awarding to HQPI its reasonable attorney fees
21 and expenses; and

22 5. Any and all other relief that the Court deems just and proper.

23 Respectfully submitted,

24 DATED: November 25, 2015

MITCHELL SILBERBERG & KNUPP LLP

25
26 By: /s/ Alexa L. Lewis
27 Karin G. Pagnanelli
28 Alexa L. Lewis
Attorneys for Plaintiff
High Quality Printing Inventions, LLC

DEMAND FOR JURY TRIAL

HQPI requests a jury for all issues so triable.

DATED: November 25, 2015

MITCHELL SILBERBERG & KNUPP LLP

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Alexa L. Lewis
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High Quality Printing Inventions, LLC