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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

10
11 HIGH QUALITY PRINTING
INVENTIONS, LLC,

12 Plaintiff,

13 v.
14

15 AVERY PRODUCTS
CORPORATION,

16 Defendant.
17

CASE NO. 8:15-CV-01982

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

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1 Plaintiff High Quality Printing Inventions, LLC, for its Complaint against
2 Defendant Avery Products Corporation, states as follows:

3 **I. JURISDICTION AND VENUE**

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

7 2. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and
8 1400(b). On information and belief, Defendant Avery Products Corporation,
9 (“Defendant”) has a regular and established place of business in this district, has
10 transacted business in this district, and/or has committed acts of patent
11 infringement in this district.

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

19 **II. NATURE OF ACTION**

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

22 **III. THE PARTIES**

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

25 6. Upon information and belief, Defendant is a Delaware corporation
26 with its principal place of business located at 50 Pointe Dr., Brea, CA 92821.
27 Upon information and belief, Defendant does business in California, including in
28 this district. Defendant may be served with process through service upon its

1 registered agent, Corporation Service Company, located at 2710 Gateway Oaks
2 Dr., Ste. 150N, Sacramento, CA 95833.

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

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

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

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

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

18 **V. CAUSES OF ACTION**

19 **COUNT I**

20 11. HQPI incorporates the preceding paragraphs as though fully set forth
21 herein.

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

25 13. Upon information and belief, Defendant, in violation of 35 U.S.C. §
26 271, has infringed, literally or through the doctrine of equivalents, and continues to
27 infringe at least claim 20 of the '070 Patent through Defendant's using a method of
28 producing customized business forms or brochures using a plurality of low

1 resolution graphics templates in electronic form at a user station including a video
2 monitor, selection device, and processor, and selling and offering services that
3 include this method (the “Infringing Services”).

4 14. Exemplary Infringing Services include, without limitation,
5 Defendant’s online personalized design and printing services offered on its website
6 located at, including but not limited to its “WePrint™” services offered specifically
7 at http://www.avery.com/weprint/landing.shtml?int_id=weprintnav and
8 [http://www.avery.com/avery/en_us/Templates-%26-Software/Software/Avery-
9 Design--Print-Online.htm](http://www.avery.com/avery/en_us/Templates-%26-Software/Software/Avery-Design--Print-Online.htm), among others. Defendant advertises and offers online
10 personalized design and printing services, including its “WePrint™” services,
11 through which customers can select templates provided by Defendant to create
12 customized business forms, brochures, and other documents, to be printed in high
13 resolution by Defendant.

14 15. The steps of the invention disclosed in the ’070 Patent that are
15 practiced at the user station, even if performed by a separate actor (e.g., a
16 customer), are attributable to Defendant, such that Defendant is responsible for the
17 infringement.

18 16. All steps of the claimed methods are performed by or attributable to
19 Defendant because, upon information and belief, Defendant directs or controls its
20 customers’ performance of certain method steps.

21 17. Upon information and belief, Defendant directs or controls the
22 performance of those steps performed at the user station because Defendant
23 conditions participation in an activity or receipt of a benefit upon performance of a
24 step or steps of the patented method and establishes the manner or timing of that
25 performance.

26 18. Upon information and belief, Defendant conditions customers’ use of
27 its services, including the use of its templates, upon customers’ performance of the
28 steps practiced at the user station (e.g., selecting one or more templates to create a

1 customized document in electronic format, electronically saving the customized
2 document in electronic format, and transmitting the saved customized document to
3 the printing installation without transmitting a document, physical graphics, or
4 templates from the user station).

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

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

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

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

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

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

27 25. Defendant has sufficient experience and knowledge of digital design
28 station technology generally, and of its systems and methods specifically, to

1 determine which of its systems and methods do not produce customized business
2 forms, brochures, and other documents through the use of low resolution graphics
3 templates and text templates.

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

7 27. On information and belief, Defendant will continue to infringe the
8 '070 Patent unless enjoined by this Court.

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

12 29. As a direct and proximate result of Defendant's infringement of the
13 '070 Patent, HQPI has been and continues to be damaged in an amount yet to be
14 determined.

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

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

20 **VI. REQUEST FOR RELIEF**

21 32. Wherefore, HQPI requests the following relief:

22 33. A judgment in favor of HQPI that Defendant has infringed at least
23 claim 20 of the '070 Patent;

24 34. A permanent injunction enjoining Defendant and its officers,
25 directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries,
26 parents, and all other actors acting in active concert therewith from infringing the
27 '070 Patent;

28 35. A judgment and order requiring Defendant to pay HQPI its damages

1 in an amount not less than a reasonable royalty, treble damages, costs, expenses,
2 and prejudgment and post-judgment interest for Defendant's infringement of the
3 '070 Patent, as provided under 35 U.S.C. § 284;

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

7 37. Any and all other relief that the Court deems just and proper.

8 Respectfully submitted,

9 DATED: November 25, 2015

MITCHELL SILBERBERG & KNUPP LLP

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

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DEMAND FOR JURY TRIAL

HQPI requests a jury for all issues so triable.

DATED: November 25, 2015 MITCHELL SILBERBERG & KNUPP LLP

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