

1 Jeremy R. Alberts, Esq.
2 *jalberts@wwhgd.com*
3 Nevada Bar No. 10497
4 WEINBERG, WHEELER, HUDGINS,
5 GUNN & DIAL, LLC
6 6385 South Rainbow Blvd., Suite 400
7 Las Vegas, Nevada 89118
8 Telephone: (702) 938-3838
9 Facsimile: (702) 938-3838

10 *Attorneys for Plaintiff High Quality*
11 *Printing Inventions, LLC*

12 **UNITED STATES DISTRICT COURT**

13 **DISTRICT OF NEVADA**

14 HIGH QUALITY PRINTING INVENTIONS, Case No.:
15 LLC,

16 Plaintiff,

17 vs.

18 OVERNIGHTPRINTS, INC.,

19 Defendant.

20 **COMPLAINT FOR PATENT**
21 **INFRINGEMENT**

22 Plaintiff High Quality Printing Inventions, LLC, for its Complaint against
23 Defendant OvernightPrints, Inc., states as follows:

24 **I. THE PARTIES**

25 1. Plaintiff High Quality Printing Inventions, LLC ("HQPI") is a Delaware
26 limited liability company.

27 2. Upon information and belief, Defendant OvernightPrints, Inc.,
("Defendant") is a Nevada corporation with its principal place of business located at 7582
Las Vegas Blvd S., Suite 487, Las Vegas, NV 89123. Upon information and belief,
Defendant does business in Nevada, including in this district. Defendant may be served
with process through service upon its registered agent, located at 6345 S. Jones Blvd,
Suite 300, Las Vegas, NV 89118.



II. NATURE OF ACTION

3. This is a patent infringement action to stop Defendant's infringement of U.S. Patent No. 6,012,070 (the "'070 Patent").

III. JURISDICTION AND VENUE

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

5. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, Defendant has a regular and established place of business in this district, has transacted business in this district, and/or has committed acts of patent infringement in this district.

6. On information and belief, Defendant is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Nevada Long Arm Statute, due at least to its substantial business in this forum including but not limited to: (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 Nevada and in this district.

IV. GENERAL SUMMARY OF THE TECHNOLOGY AT ISSUE

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

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

9. According to the invention in the '070 Patent, an end user, without layout experience, by using a plurality of templates can replace text, can choose low resolution pictures from the graphic templates, and can create customized, quality documents. The documents in electronic format may then be readily transported (e.g., electronically over



1 phone lines) to a printing facility where physical documents can be automatically created
2 with quick turnaround full process color high resolution printing.

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

6 **V. CAUSES OF ACTION**

7 **COUNT I**

8 11. HQPI incorporates the preceding paragraphs as though fully set forth
9 herein.

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

12 13. Upon information and belief, Defendant, in violation of 35 U.S.C. § 271,
13 has infringed, literally or through the doctrine of equivalents, and continues to infringe at
14 least claim 20 of the '070 Patent through Defendant's using a method of producing
15 customized business forms or brochures using a plurality of low resolution graphics
16 templates in electronic form at a user station including a video monitor, selection device,
17 and processor, and selling and offering services that include this method (the "Infringing
18 Services").

19 14. Exemplary Infringing Services include, without limitation, Defendant's
20 online template design and printing services offered on its website located at
21 <http://www.overnightprints.com/>, including but not limited to services offered
22 specifically at <http://www.overnightprints.com/tw/businesscards-templates>,
23 <http://www.overnightprints.com/4x5-postcards-templates?g=postcards>,
24 <http://www.overnightprints.com/pstr11x17-templates?g=posters>,
25 <http://www.overnightprints.com/brochures-11x17-templates?g=brochures>,
26 <http://www.overnightprints.com/flyers-85x11-templates?g=flyers>,
27 <http://www.overnightprints.com/4x5-greeting-cards-templates?g=greetingcards>, and



1 <http://www.overnightprints.com/stationery-425x55-templates?g=invitations>, among
2 others.

3 Defendant advertises and offers online template design and printing services, through
4 which customers can select templates provided by Defendant to create customized
5 business forms, brochures, and other documents, to be printed in high resolution by
6 Defendant.

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

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

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

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

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

27 20. Upon information and belief, Defendant establishes the manner or timing of





1 its customers' performance by providing instructions regarding how to use Defendant's
2 services, including the use of its templates, and providing customer support services if the
3 customer experiences any problems.

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

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

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

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

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

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

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

27 28. HQPI reserves the right to assert willful infringement of the '070 Patent if

1 discovery reveals that Defendant's infringement of the '070 Patent is, has been, and/or
2 continues to be willful and deliberate.

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

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

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

10 **VI. REQUEST FOR RELIEF**

11 Wherefore, HQPI requests the following relief:

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

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

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

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

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Dated this 24 day of November, 2015.

*Attorneys for Plaintiff High Quality Printing
Inventions, LLC*

Demand is hereby made by Plaintiff High Quality Printing Inventions, LLC that the above captioned action be tried by a jury.

Dated this 29 day of November, 2015.

*Attorneys for Plaintiff High Quality Printing
Inventions, LLC*