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10
11 UNITED STATES DISTRICT COURT
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA
13 EASTERN DIVISION

14 MAX BLU TECHNOLOGIES, LLC,

15 Plaintiff,

16 v.

17 AVIC UMEDISC (US) INC.,

18 Defendant.

Case No.:

**PLAINTIFF'S ORIGINAL
COMPLAINT**

Jury Trial Demanded

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20 Plaintiff MAX BLU TECHNOLOGIES, LLC (hereinafter, "Plaintiff" or
21 "Max Blu") files this Original Complaint for Patent Infringement against Defendant
22 AVIC UMEDISC (US) INC. (hereinafter, "AVIC" or "Defendant") as follows:
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NATURE OF THE ACTION

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2 1. This is a patent infringement action to stop Defendant’s infringement of the
3 following patents (collectively, the “Patents-in-Suit”), which were duly and legally
4 issued by the United States Patent and Trademark Office (hereinafter, the
5 “USPTO”), copies of which are attached hereto as **Exhibits A and B**, respectively:

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	Patent No.	Title
7 8	A. 7,352,685	REVERSE OPTICAL MASTERING FOR DATA STORAGE DISK REPLICAS
9	B. 8,593,931	REPLICA DISK FOR DATA STORAGE

10 2. Plaintiff is the owner of the Patents-in-Suit and possesses all right, title and
11 interest in the Patents-in-Suit, including the right to enforce the Patents-in-Suit, the
12 right to license the Patents-in-Suit, and the right to sue Defendant for infringement
13 and recover past damages.

14 3. Plaintiff seeks injunctive relief and monetary damages.

PARTIES

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16 4. Max Blu is a limited liability company organized and existing under the laws
17 of the State of Texas and maintains its principal place of business at 104 East
18 Houston Street, Suite 150, Marshall, Texas, 75670 (Harrison County).

19 5. Based upon information and belief after reviewing public information, AVIC
20 UMEDISC (US) INC. is a corporation duly organized and existing under the laws of
21 California since December 9, 2013 and may be served through its registered agent,
22 Xiaodong Wu, who is located at 15338 Central Avenue, Chino, California, 91710.

23 6. According to public information, AVIC has its principal place of business at
24 15338 Central Avenue, Chino, California, 91710.

25 7. Based upon information and belief after reviewing public information, AVIC
26 has its principal place of business located at 15338 Central Avenue, Chino,
27 California, 91710 (San Bernardino County).

1 8. Upon information and belief, Defendant ships, distributes, makes, uses, offers
2 for sale, sells, and/or advertises Blu-ray™ recordable media, including, but not
3 limited to, recordable and re-writable discs in Blu-ray™ format.

4 **JURISDICTION AND VENUE**

5 9. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 et
6 seq., including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject
7 matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331
8 and 1338(a).

9 10. The Court has personal jurisdiction over Defendant because: Defendant has
10 minimum contacts within the State of California and in the Central District of
11 California; Defendant has purposefully availed itself of the privileges of conducting
12 business in the State of California and in the Central District of California;
13 Defendant has sought protection and benefit from the laws of the State of California;
14 Defendant regularly conducts business within the State of California and within the
15 Central District of California, and Plaintiff's causes of action arise directly from
16 Defendant's business contacts and other activities in the State of California and in
17 the Central District of California.

18 11. More specifically, Defendant, directly and/or through its intermediaries, ships,
19 distributes, makes, uses, imports, offers for sale, sells, and/or advertises its products
20 and affiliated services in the United States, the State of California, and the Central
21 District of California. Defendant has committed patent infringement in the State of
22 California and in the Central District of California. Defendant solicits customers in
23 the State of California and in the Central District of California. Defendant has many
24 paying customers who are residents of the State of California and the Central
25 District of California and who use Defendant's products in the State of California
26 and in the Central District of California.

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1 12. Venue is proper in the Central District of California pursuant to 28 U.S.C. §
2 1400(b) because AVIC resides in the state of California.

3 13. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because AVIC
4 resides in the Central District of California which subjects it to the personal
5 jurisdiction of this Court.

6 **BACKGROUND INFORMATION**

7 14. Each of the Patents-in-Suit traces its priority date back to Application No.
8 09/055,825 (hereinafter, “the ’825 Application”), which was filed with the USPTO
9 on April 6, 1998, and was the parent to Application No. 09/730,246 (hereinafter,
10 “the ’246 Application”), which was filed with the USPTO on December 5, 2000 and
11 issued as United States Patent No. 6,890,704. Application No. 09/850,252
12 (hereinafter, “the ’252 Application”) was a continuation-in-part application of the
13 ’246 Application, which was filed with the USPTO on May 7, 2001 and issued as
14 United States Patent No. 6,728,196 on April 27, 2004.

15 15. The Patents-in-Suit were duly and legally issued by the United States Patent
16 and Trademark Office after full and fair examinations.

17 16. Defendant sells, advertises, offers for sale, uses, or otherwise provides Blu-
18 ray™ recordable media (collectively, the “Accused Products”) to its customers,
19 either directly or through third-party vendors. See Exhibit C (offer for sale of Blu-
20 ray™ recordable media).

21 17. A picture of representative packaging for the Accused Products is attached as
22 **Exhibit D** (packaging for Blu-ray™ recordable media).

23 18. A representative analysis of the physical characteristics of the Accused
24 Products is attached as **Exhibit E** (analysis of a Blu-ray™ recordable disc).

25 19. According to public information, Defendant owns, operates, advertises, and/or
26 controls the websites www.umedisc.com through which Defendant advertises, offers
27 to sell, provides and/or educates customers about its Products.

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COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 7,352,685)

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20. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-13 above.

21. United States Patent No. 7,352,685 (hereinafter, the “’685 Patent”) was duly and legally issued by the USPTO on April 1, 2008 to its inventors, Jathan D. Edwards and Donald J. Kerfeld, and was initially assigned to Imation Corporation. See Ex. A.

22. The ’685 Patent was issued after full and fair examination of application number 10/790,970 which was filed with the USPTO on March 2, 2004 as a continuation of application number 09/850,252 (which itself issued as United States Patent No. 6,728,196). See Ex. A.

23. A Certificate of Correction was issued for the ’685 Patent on February 16, 2010. See Ex. A.

24. Defendant has infringed and continues to infringe the ’685 Patent either literally or under the doctrine of equivalents through the manufacture and sale of infringing products. More specifically, Defendant has infringed and continues to infringe one or more claims of the ’685 Patent, including at least Claims 1, 2, 4 and 19-35 (the “’685 Patent Claims”) because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises the Accused Products. Specifically, Defendant’s Accused Products infringe the ’685 Patent Claims by providing to its customers Blu-ray™ recordable media with the physical characteristics as claimed in the ’685 Patent Claims. See Ex. E. Defendant’s Accused Products are available for sale through various retailers located in this district and throughout the United States. See Ex. C, Ex. D.

25. Defendant has intentionally induced and continues to induce infringement of the ’685 Patent Claims in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged,

1 instructed, enabled, and otherwise caused Defendant's customers to use the Accused
2 Products in an infringing manner. Despite knowledge of the '685 Patent as early as
3 the date of service of the Original Complaint in this action, Defendant continues to
4 encourage, instruct, enable, and otherwise cause its customers to use its systems and
5 methods, in a manner which infringes the '685 Patent claims.¹ The provision of and
6 sale of the Accused Products provides Defendant with a source of revenue and
7 business focus. Defendant has specifically intended its customers to use the
8 Accused Products in such a way that infringes the '685 Patent by, at a minimum,
9 providing and supporting the Accused Products under its trademarked brand and
10 referring to and marking the products as Blu-ray™ compliant through use of such
11 logos and terminology, thereby inducing Defendant's vendors to sell and their
12 customers to purchase Blu-ray™ recordable media that infringe one or more claims
13 of the '685 Patent. Defendant knew that its actions, including but not limited to,
14 making the Accused Products available for sale under its trademarked brand, would
15 induce, have induced, and will continue to induce infringement by its vendors and
16 their customers by continuing to sell. See Ex. C, Ex. D.

17 26. Defendant's aforesaid activities have been without authority and/or license
18 from Plaintiff.

19 27. Plaintiff is entitled to recover from Defendant the damages sustained by
20 Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at
21 trial, which, by law, cannot be less than a reasonable royalty, together with interest
22 and costs as fixed by this Court under 35 U.S.C. § 284.

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25 ¹ See *In re Bill of Lading Transmission & Processing Sys. Patent Litig.*, 681 F.3d 1323, 1345 (Fed.
26 Cir. 2012); see also *Soteria Encryption, LLC v. Lenovo United States, Inc.*, Case No. CV 16-7958-
27 GW(JPRx), 2017 WL 3449058, *2 (C.D. Cal. Feb. 27, 2017) ("courts have held that post-suit
28 knowledge is sufficient to sustain a finding that defendant had the requisite knowledge to support
claims for induced infringement.); *Labyrinth Optical Technologies, LLC v. Fujitsu America, Inc.*,
Case No. SACV 13-0030 AG (MLGx), 2013 WL 12126111 (C.D. Cal. Aug. 201, 2013) ("The
Federal Circuit therefore held that knowledge of the asserted patent from a complaint in the same
case is sufficient to meet the knowledge requirement of indirect infringement.").

1 28. Defendant's infringement of Plaintiff's rights under the '685 Patent will
2 continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is
3 no adequate remedy at law, unless enjoined by this Court.

4 **COUNT II**

5 **(INFRINGEMENT OF U.S. PATENT NO. 8,593,931)**

6 29. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-13
7 above.

8 30. United States Patent No. 8,593,931 (hereinafter, the "'931 Patent") was duly
9 and legally issued by the USPTO on November 26, 2013 to its inventors, Jathan D.
10 Edwards and Donald J. Kerfeld, and was initially assigned to Legger Col. A.B. LLC.
11 See Ex. B.

12 31. The '931 Patent was issued after full and fair examination of application
13 number 13/730,733 which was filed with the USPTO on December 28, 2012 as a
14 continuation of application number 13/089,994 (which itself issued as United States
15 Patent No. 8,363,534). See Ex. B.

16 32. Defendant has infringed and continues to infringe the '931 Patent either
17 literally or under the doctrine of equivalents through the manufacture and sale of
18 infringing products. More specifically, Defendant has infringed and continues to
19 infringe one or more claims of the '931 Patent, including at least Claims 1, 2, 6-7
20 and 9 (the "'931 Patent Claims") because it ships distributes, makes, uses, imports,
21 offers for sale, sells, and/or advertises the Accused Products. Specifically,
22 Defendant's Accused Products infringe the '931 Patent Claims by providing to its
23 customers Blu-ray™ recordable media with the physical characteristics as claimed
24 in the '931 Patent Claims. See Ex. E. Defendant's Accused Products are available
25 for sale through various retailers located in this district and throughout the United
26 States. See Ex. C, Ex. D.

1 33. Defendant has intentionally induced and continues to induce infringement of
2 the '931 Patent Claims in this district and elsewhere in the United States, by its
3 intentional acts which have successfully, among other things, encouraged,
4 instructed, enabled, and otherwise caused Defendant's customers to use the Accused
5 Products in an infringing manner. Despite knowledge of the '931 Patent as early as
6 the date of service of the Original Complaint in this action, Defendant continues to
7 encourage, instruct, enable, and otherwise cause its customers to use its systems and
8 methods, in a manner which infringes the '931 Patent claims.² The provision of and
9 sale of the Accused Products provides Defendant with a source of revenue and
10 business focus. Defendant has specifically intended its customers to use the
11 Accused Products in such a way that infringes the '931 Patent by, at a minimum,
12 providing and supporting the Accused Products under its trademarked brand and
13 referring to and marking the products as Blu-ray™ compliant through use of such
14 logos and terminology, thereby inducing Defendant's vendors to sell and their
15 customers to purchase Blu-ray™ recordable media that infringe one or more claims
16 of the '931 Patent. Defendant knew that its actions, including but not limited to,
17 making the Accused Products available for sale under its brand, would induce, have
18 induced, and will continue to induce infringement by its vendors and their customers
19 by continuing to sell the Accused Products. See Ex. C, Ex. D.

20 34. Defendant's aforesaid activities have been without authority and/or license
21 from Plaintiff.

22 35. Plaintiff is entitled to recover from Defendant the damages sustained by
23 Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at
24 trial, which, by law, cannot be less than a reasonable royalty, together with interest
25 and costs as fixed by this Court under 35 U.S.C. § 284.

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28 ² See Footnote 1 above.

1 36. Defendant's infringement of Plaintiff's rights under the '931 Patent will
2 continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is
3 no adequate remedy at law, unless enjoined by this Court.

4 **JURY DEMAND**

5 37. Plaintiff demands a trial by jury on all issues.
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7 **PRAYER FOR RELIEF**

8 38. Plaintiff respectfully requests the following relief:

- 9 A. An adjudication that one or more claims of the Patents-in-Suit has been
10 infringed, either literally and/or under the doctrine of equivalents, by
11 the Defendant;
- 12 B. An adjudication that Defendant has induced infringement of one or
13 more claims of the Patents-in-Suit;
- 14 C. An award of damages to be paid by Defendant adequate to compensate
15 Plaintiff for Defendant's past infringement and any continuing or future
16 infringement up until the date such judgment is entered, including
17 interest, costs, and disbursements as justified under 35 U.S.C. § 284
18 and, if necessary to adequately compensate Plaintiff for Defendant's
19 infringement, an accounting of all infringing sales including, but not
20 limited to, those sales not presented at trial;
- 21 D. A grant of permanent injunction pursuant to 35 U.S.C. § 283, enjoining
22 the Defendant and its respective officers, agents, servants, employees,
23 and attorneys, and those persons in active concert or participation with
24 them who receive actual notice of the order by personal service or
25 otherwise, from further acts of infringement with respect to any one or
26 more of the claims of the Patents-in-Suit;
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- E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and,
- F. Any further relief that this Court deems just and proper.

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Respectfully submitted,

Dated: November 16, 2018

/s/ Steven W. Ritcheson
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Max Blu Technologies, LLC

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