

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

VISTA PEAK VENTURES, LLC,

Plaintiff,

v.

GIANTPLUS TECHNOLOGY CO., LTD.,

Defendant.

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JURY TRIAL DEMANDED

CIVIL ACTION NO. 2:19-cv-183

PLAINTIFF’S COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Vista Peak Ventures, LLC (“VPV”) files this Complaint against Giantplus Technology Co., Ltd. (“Giantplus”) for infringement of U.S. Patent No. 5,929,947 (“the ’947 patent”), U.S. Patent No. 6,579,749 (“the ’749 patent”), U.S. Patent No. 6,674,093 (“the ’093 patent”), and U.S. Patent No. 6,891,196 (“the ’196 patent”), collectively, the “Asserted Patents.”

THE PARTIES

1. Vista Peak Ventures, LLC is a Texas limited liability company, located at 1400 Preston Rd, Suite 472, Plano, TX 75093.

2. Upon information and belief, Giantplus is a multinational corporation organized under the laws of the Republic of China, with its principal place of business located at 15 Industrial Rd. Toufen, Miao-Li (also “Miauli”), Taiwan.

3. Upon information and belief, Giantplus was founded in April 1997 and provides “high value-added [thin-film transistor – liquid crystal] displays such as Point of Sale (POS),

Printers, Wearable, Handy Terminal, Electronic Shelf Label (ESL), Home Appliance, Medical Devices, and GPSMap.” See Giantplus Product Info webpage, (*available at* http://www.giantplus.com.tw/en/prod_infos). Giantplus was first listed on the Taiwan Stock Exchange (TWSE) in 2006. See About Giantplus webpage (*available at* <http://www.giantplus.com.tw/en/about-us/about-giantplus>). Giantplus provides displays for diverse applications including “Point of Sale (POS), Printers, Wearable, Handy Terminal, Electronic Shelf Label (ESL), Home Appliance, Medical Devices, and GPSMap,” and provides custom-designed displays for automotive before-market applications, including “Instrument Clusters, Client Control, Head-up Display (HUD), e-Mirror, and Central Infotainment Display (CID).” See Giantplus Product Info webpage.

4. Upon information and belief, Giantplus’ thin-film transistor – liquid crystal display (“TFT-LCD”) panels are incorporated into consumer electronic devices, including digital camera devices manufactured by Fujifilm. Fujifilm maintains a corporate presence in the United States that “play[s] a major role in FUJIFILM’s global manufacturing system.” See Fujifilm’s Product Lineup webpage (*available at* https://www.fujifilmusa.com/about/corporate_profile/fujifilm_companies/manufacturing/products_services/index.html). Fujifilm ships product to “30 Fujifilm locations in the United States, as well as other ‘direct to US customer’ shipments.” See Fujifilm’s Product Lineup webpage (*available at* https://www.fujifilmusa.com/about/corporate_profile/fujifilm_companies/manufacturing/products_services/page_01.html). Fujifilm also “imports products from other worldwide Fujifilm locations for distribution into the US market place” and “provides storage for some of the raw materials required for manufacturing Fujifilm products” in the U.S. *Id.* Giantplus also maintains a

corporate presence in the U.S. via its wholly-owned, U.S.-based subsidiary Giantplus Holding LLC. Through offers to sell, sales and agreements to transfer ownership of its TFT-LCD panels with either Fujifilm and/or its U.S. subsidiary, Giantplus does business in the U.S., the State of Texas and in the Eastern District of Texas.

JURISDICTION AND VENUE

5. This action arises under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others.

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

7. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because, among other things, Giantplus is not a resident in the United States, and thus may be sued in any judicial district, including this one, pursuant to 28 U.S.C. § 1391(c)(3). *See also In re HTC Corporation*, 889 F.3d 1349, 1357 (Fed. Cir. 2018) (“The Court’s recent decision in *TC Heartland* does not alter” the alien-venue rule.).

8. Upon information and belief, Giantplus is subject to this Court’s specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this State and judicial district, including: (A) at least part of its infringing activities alleged herein; and (B) regularly doing or soliciting business, engaging in other persistent conduct, and/or deriving substantial revenue from goods sold and services provided to Texas residents vicariously through and/or in concert with its subsidiaries, intermediaries, and/or agents.

9. This Court has personal jurisdiction over Giantplus, directly or through intermediaries including its wholly-owned, U.S.-based subsidiary Giantplus Holding LLC, which is incorporated in the state of Delaware with its principal place of business located at 3500 South

Dupont Highway, Dover, DE 19901. Through direction and control of this subsidiary, Giantplus has committed acts of direct and/or indirect patent infringement within Texas, and elsewhere within the United States, giving rise to this action and/or has established minimum contacts with Texas such that personal jurisdiction over Giantplus would not offend traditional notions of fair play and substantial justice. For example, Giantplus states that it “mainly focus[es] on Europe, North American, Japan, and Taiwan markets” *See* Giantplus Product Info webpage. Giantplus’ TFT-LCDs are used in Fujifilm digital camera products which are imported, offered for sale and sold, including model nos. GPM1410A0 0418 and LM1452B02-1B used in FinePix XP80 and Fujifilm Instax SQ10, respectively. These products are or have been widely sold in retail stores, both brick and mortar and online, within this judicial district and in Texas. *See Litecubes, LLC v. Northern Light Products, Inc.*, 523 F.3d 1353, 1369-70 (Fed. Cir. 2008) (“[T]he sale [for purposes of § 271] occurred at the location of the buyer.”); *see also Semcon IP Inc. v. Kyocera Corporation*, No. 2:18-cv-00197-JRG, 2019 WL 1979930, at *3 (E.D. Tex. May 3, 2019) (denying accused infringer’s motion to dismiss because plaintiff sufficiently plead that purchases of infringing products outside of the United States for importation into and sales to end users in the U.S. may constitute an offer to sell under § 271(a)).

10. Upon information and belief, Giantplus has placed and continues to place infringing TFT-LCD panels into the stream of commerce via an established distribution channel, including pursuant to agreements with U.S.-based customers, such as Fujifilm and/or its wholly-owned, U.S.-based subsidiary Giantplus Holding LLC, for the sale of infringing products, with the knowledge and/or intent that those products were imported, sold and continue to be sold in the United States and Texas, including in this judicial district. In 2018, Giantplus reported NT9,887,852,000 (approx. 320 million U.S. dollars) in global sales. *See* Giantplus Tech Corp.

Announced Fiscal Year 2018 Financial Results (*available at* <http://www.giantplus.com.tw/en/announcements/2018-Financial-Results>).

11. Giantplus controls its wholly-owned, U.S.-based subsidiary Giantplus Holding LLC. Upon information and belief, Giantplus Holding LLC markets Giantplus products and provides customer service and support for Giantplus in the United States, including in Texas and this judicial district. This subsidiary gives Giantplus substantially the business advantages that it would have enjoyed if it conducted its business through its own offices or paid agents in the state.

12. On information and belief, Giantplus has significant ties to, and presence in, the State of Texas and the Eastern District of Texas, making venue in this judicial district both proper and convenient for this action.

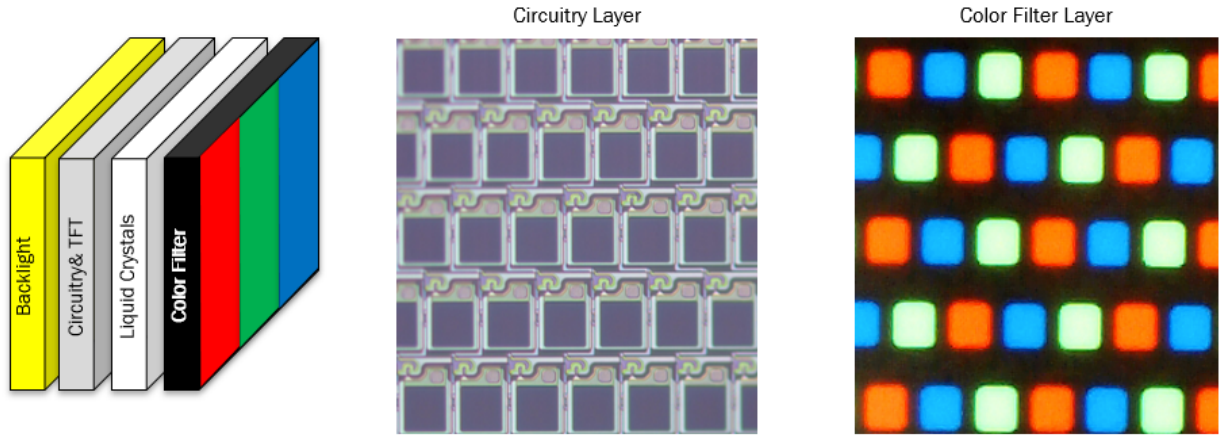
THE ASSERTED PATENTS AND TECHNOLOGY

13. Upon information and belief, a significant portion of operating revenue of Giantplus is derived from the manufacture and sale of TFT-LCD flat panel displays, and Giantplus' main commodities include small-to-medium-sized TFT-LCD related products. *See* About Giantplus (*available at* <http://www.giantplus.com.tw/en/about-us/about-giantplus>). Giantplus asserts that it “has successfully shifted from focusing on niche market to providing valued-added product mix, and further cultivating high-profile markets.” Furthermore, “Giantplus Technology is recognized as a strategic partner in both industrial and automotive markets.” *Id.*

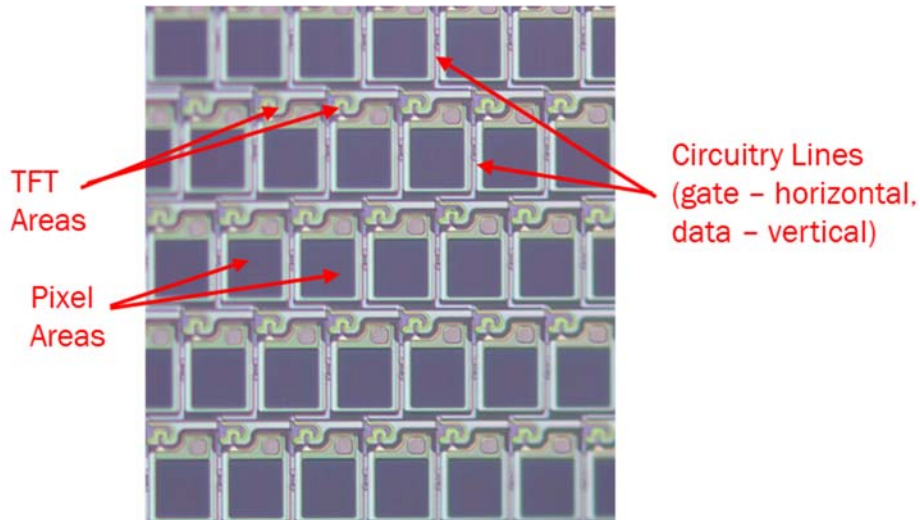
14. The Asserted Patents cover Giantplus' TFT-LCDs, their components, and processes related to the same. An example Giantplus TFT-LCD is the Giantplus LCD Panel, model no. GPM1410A0 0418, which is used in at least Fujifilm's digital camera model FinePix XP80. Another example of a Giantplus TFT-LCD is model no. LM1452B02-1B, which is used in end-user products such as Fujifilm Instax SQ10. The FinePix XP80 and its monitor panel with its labeling listing the Giantplus LCD panel are shown below:



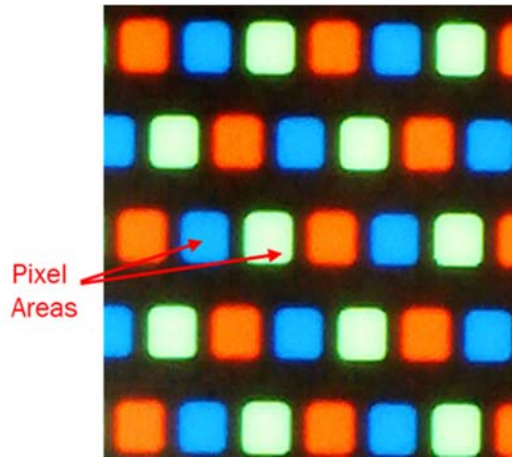
15. Typically, a TFT-LCD has the following structure shown below, comprising of a backlight, a TFT/circuitry layer, a liquid crystal layer, and a color filter:



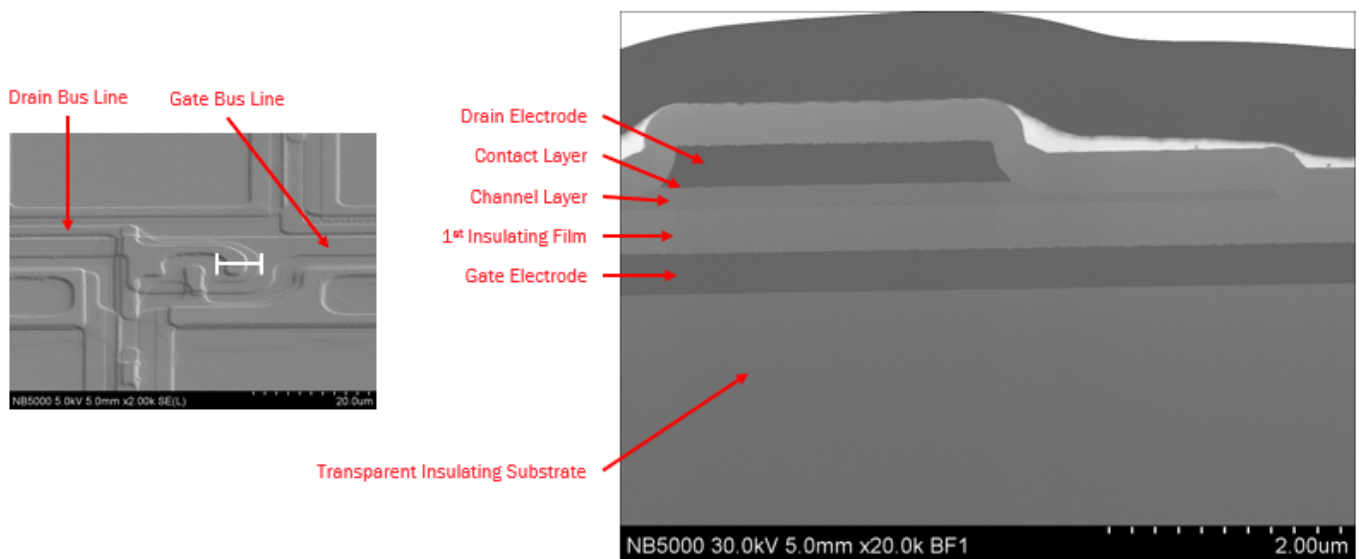
16. As shown above, the TFT-LCD panel contains a TFT array substrate and many TFTs. A teardown image below from the Giantplus TFT-LCD, model no. GPM1410A0 0418 shows a sampling of TFTs and their accompanying circuitry lines, with larger rectangular areas associated with the pixels.



17. A TFT acts as a switch that operates its respective individual pixels using the circuitry lines. In that way, the pixels can be turned on and off to create an image on an LCD by allowing or preventing light to pass through. The individual pixels are more apparent when a color filter layer overlays the circuits as shown in the image below.



18. The Asserted Patents also cover Giantplus’ processes for making TFT LCDs. The microscopic cross-sectional view of a TFT in model no. GPM1410A0 0418 shows a TFT made using Giantplus’ processes and identifies the components of that TFT.



COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 5,929,947)

19. Plaintiff incorporates paragraphs 1 through 18 herein by reference.

20. VPV is the assignee of the ’947 patent, entitled “Liquid crystal display thin film transistor array with redundant film formed over a contact hole and method of fabricating the

same,” with ownership of all substantial rights in the ’947 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

21. The ’947 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The ’947 patent issued from U.S. Patent Application No. 09/168,085.

22. Giantplus has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the ’947 patent in this judicial district and elsewhere in Texas and the United States.

23. Upon information and belief, Giantplus engages in the research, development, design, manufacture, and sales of TFT-LCD panels. *See* Giantplus’ “R & D” page (*available at <http://www.giantplus.com.tw/en/about-us/about-giantplus/r-d>*) (describing that Giantplus “has an experienced and up-to-date engineering team who has consistently dedicated to innovative technologies and product developments”).

24. Giantplus directly infringes the ’947 patent via 35 U.S.C. § 271(a) by making, offering for sale, selling, and/or importing those TFT-LCD panels, their components, and/or products containing same that incorporate the fundamental technologies covered by the ’947 patent, or by having its controlled subsidiaries, intermediaries, and/or agents do the same. Furthermore, upon information and belief, Giantplus sells and makes TFT-LCD panels outside of the United States, intending and/or knowing that those panels are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the ’947 patent.

25. For example, Giantplus infringes claim 1 of the ’947 patent via at least its LCD panel model nos. GPM1410A0 0418 and LM1452B02-1B. Those products each include “[a] liquid

crystal display thin film transistor array comprising” each of the limitations of claim 1. The technology discussion above and the example accused TFT-LCD panels (model nos. GPM1410A0 0418 and LM1452B02-1B) provide context for Plaintiff’s allegations that each of those limitations are met. For example, model nos. GPM1410A0 0418 and LM1452B02-1B include a plurality of parallel gate bus lines arranged on a transparent insulating substrate; a plurality of drain bus lines arranged perpendicularly to said gate bus lines and electrically isolated from said gate bus lines by a first insulating film; a thin film transistor arranged near an intersection of said gate bus line and said drain bus line; and a pixel electrode arranged in a region surrounded by said gate bus lines and said drain bus lines and made of a transparent conductive film, said thin film transistor comprising a gate electrode formed on said transparent insulating substrate and electrically connected to said gate bus line, a drain electrode formed via said first insulating film, a channel layer, and a contact layer and electrically connected to said drain bus line, and a source electrode formed via said first insulating film, said channel layer, and said contact layer and electrically connected to said pixel electrode, and said pixel electrode being electrically isolated from said drain electrode and said drain bus line by a second insulating film, wherein a contact hole which is to be electrically connected to said drain bus line is formed in said second insulating film stacked on said drain bus line in a region including the intersection of said gate bus line and said drain bus line, and an interconnection redundant film made of the same transparent conductive film as said pixel electrode is formed on said second insulating film so as to cover said contact hole.

26. Giantplus further infringes the ’947 patent via 35 U.S.C. § 271(g) by selling, offering to sell, and/or importing TFT-LCD panels, their components, and/or products containing same, that are made by a process covered by the ’947 patent. Upon information and belief, the infringing TFT-LCD panels, their components, and/or products containing same are not materially

changed by subsequent processes, and they are neither trivial nor nonessential components of another product.

27. At a minimum, Giantplus has known of the '947 patent at least as early as the filing date of the complaint. In addition, Giantplus has known of the '947 patent since May 9, 2018, when Giantplus was provided access to a data room containing claim charts, including for the '947 patent.

28. Upon information and belief, since at least the above-mentioned date when Giantplus was on notice of its infringement, Giantplus has actively induced, under U.S.C. § 271(b), distributors, importers and/or consumers that purchase or sell TFT-LCD panels that include or are made using all of the limitations of one or more claims of the '947 patent to directly infringe one or more claims of the '947 patent by using, offering for sale, selling, and/or importing the TFT-LCD panels. Since at least the notice provided on the above-mentioned date, Giantplus does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '947 patent. Upon information and belief, Giantplus intends to cause, and has taken affirmative steps to induce, infringement by the distributors, importers, and/or consumers by, *inter alia*, creating advertisements that promote the infringing use of the TFT-LCD panels, creating established distribution channels for the TFT-LCD panels into and within the United States, manufacturing the TFT-LCD panels in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States. *See, e.g.*, About Giantplus webpage (*available at <http://www.giantplus.com.tw/en/about-us/about-giantplus>*) (showing Giantplus' "Worldwide Customers" including a North American location).

29. On information and belief, despite having knowledge of the '947 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '947 patent, Giantplus has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Giantplus' infringing activities relative to the '947 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

30. VPV has been damaged as a result of Giantplus' infringing conduct described in this Count. Giantplus is, thus, liable to VPV in an amount that adequately compensates VPV for Giantplus' 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.

COUNT II

(INFRINGEMENT OF U.S. PATENT NO. 6,579,749)

31. Plaintiff incorporates paragraphs 1 through 30 herein by reference.

32. VPV is the assignee of the '749 patent, entitled "Fabrication method and fabrication apparatus for thin film transistor," with ownership of all substantial rights in the '749 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

33. The '749 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '749 patent issued from U.S. Patent Application No. 09/440,615.

34. Giantplus has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '749 patent in this judicial district and elsewhere in Texas and the United States.

35. Upon information and belief, Giantplus engages in the research, development, design, manufacture, and sales of TFT-LCD panels. *See* Giantplus' "R & D" page (*available at* <http://www.giantplus.com.tw/en/about-us/about-giantplus/r-d>) (describing that Giantplus "has an experienced and up-to-date engineering team who has consistently dedicated to innovative technologies and product developments").

36. Giantplus directly infringes the '749 patent via 35 U.S.C. § 271(a) by making, offering for sale, selling, and/or importing those TFT-LCD panels, their components, and/or products containing same that incorporate the fundamental technologies covered by the '749 patent, or by having its controlled subsidiaries, intermediaries, and/or agents do the same. Furthermore, upon information and belief, Giantplus sells and makes TFT-LCD panels outside of the United States, intending and/or knowing that those panels are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '749 patent.

37. For example, Giantplus infringes claim 13 of the '749 patent via its LCD panel model nos. GPM1410A0 0418 and LM1452B02-1B. Those products are made by Giantplus pursuant to a "method for fabricating a semiconductor device, comprising the steps of" each of the limitations of claim 13. The technology discussion above and the example accused TFT-LCD panels (model nos. GPM1410A0 0418 and LM1452B02-1B) provide context for Plaintiff's allegations that each of those limitations are met. For example, model nos. GPM1410A0 0418 and LM1452B02-1B each include semiconductor devices made pursuant to a first step of forming an

amorphous silicon film on a substrate; and a second step of performing plasma processing with respect to said substrate having said amorphous silicon film formed thereon, said plasma containing an n-type impurity element selected from a group V of a periodic table to provide an n-type region in the top surface of the amorphous silicon film; and then directly a third step of forming a metal film on said amorphous silicon film to form an n-type amorphous silicon film therebetween.

38. Giantplus further infringes the '749 patent via 35 U.S.C. § 271(g) by selling, offering to sell, and/or importing TFT-LCD panels, their components, and/or products containing same, that are made by a process covered by the '749 patent. Upon information and belief, the infringing TFT-LCD panels, their components, and/or products containing same are not materially changed by subsequent processes, and they are neither trivial nor nonessential components of another product.

39. At a minimum, Giantplus has known of the '749 patent at least as early as the filing date of the complaint. In addition, Giantplus has known of the '749 patent since May 9, 2018, when Giantplus was provided access to a data room containing claim charts, including for the '749 patent.

40. Upon information and belief, since at least the above-mentioned date when Giantplus was on notice of its infringement, Giantplus has actively induced, under U.S.C. § 271(b), distributors, importers and/or consumers that purchase or sell TFT-LCD panels that include or are made using all of the limitations of one or more claims of the '749 patent to directly infringe one or more claims of the '749 patent by using, offering for sale, selling, and/or importing the TFT-LCD panels. Since at least the notice provided on the above-mentioned date, Giantplus does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement

of the '749 patent. Upon information and belief, Giantplus intends to cause, and has taken affirmative steps to induce, infringement by the distributors, importers, and/or consumers by, *inter alia*, creating advertisements that promote the infringing use of the TFT-LCD panels, creating established distribution channels for the TFT-LCD panels into and within the United States, manufacturing the TFT-LCD panels in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States *See, e.g.*, About Giantplus webpage (*available at <http://www.giantplus.com.tw/en/about-us/about-giantplus>*) (showing Giantplus' "Worldwide Customers" including a North American location).

41. On information and belief, despite having knowledge of the '749 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '749 patent, Giantplus has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Giantplus' infringing activities relative to the '749 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

42. VPV has been damaged as a result of Giantplus' infringing conduct described in this Count. Giantplus is, thus, liable to VPV in an amount that adequately compensates VPV for Giantplus' 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.

COUNT III

(INFRINGEMENT OF U.S. PATENT NO. 6,674,093)

43. Plaintiff incorporates paragraphs 1 through 42 herein by reference.

44. VPV is the assignee of the '093 patent, entitled "Active matrix substrate and manufacturing method therefor," with ownership of all substantial rights in the '093 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

45. The '093 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '093 patent issued from U.S. Patent Application No. 09/695,321.

46. Giantplus has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '093 patent in this judicial district and elsewhere in Texas and the United States.

47. Upon information and belief, Giantplus engages in the research, development, design, manufacture, and sales of TFT-LCD panels. *See* Giantplus' "R & D" page (*available at* <http://www.giantplus.com.tw/en/about-us/about-giantplus/r-d>) (describing that Giantplus "has an experienced and up-to-date engineering team who has consistently dedicated to innovative technologies and product developments").

48. Giantplus directly infringes the '093 patent via 35 U.S.C. § 271(a) by making, offering for sale, selling, and/or importing those TFT-LCD panels, their components, and/or products containing same that incorporate the fundamental technologies covered by the '093 patent, or by having its controlled subsidiaries, intermediaries, and/or agents do the same. Furthermore, upon information and belief, Giantplus sells and makes TFT-LCD panels outside of the United States, intending and/or knowing that those panels are destined for the United States

and/or designing those products for sale in the United States, thereby directly infringing the '093 patent.

49. For example, Giantplus infringes claim 1 of the '093 patent via its LCD panel model nos. GPM1410A0 0418 and LM1452B02-1B. Those products each include an “active matrix substrate comprising” each of the limitations of claim 1. The technology discussion above and the example accused TFT-LCD panel (model nos. GPM1410A0 0418 and LM1452B02-1B) provide context for Plaintiff’s allegations that each of those limitations are met. For example, model nos. GPM1410A0 0418 and LM1452B02-1B each include (a) a gate electrode layer, a gate insulating layer and an amorphous silicon semiconductor layer deposited in a substantially stacked fashion on a transparent insulating substrate, viewed from a direction normal to said transparent insulating substrate, to form a layered structure including a gate electrode, a gate wiring and a thin-film transistor area; (b) a drain wiring formed on a first passivation film disposed on said substrate so as to cover said layered structure; (c) a second passivation film formed as a layer overlying said drain wiring and said first passivation film; (d) source/drain openings passing through said first passivation film and said second passivation film to reach said amorphous silicon semiconductor layer; (e) an opening passing through said second passivation film to reach said drain wiring; and (f) a wiring layer formed by a pixel electrode film disposed on said second passivation film, said wiring layer extending through said opening and openings for connection.

50. At a minimum, Giantplus has known of the '093 patent at least as early as the filing date of the complaint. In addition, Giantplus has known of the '093 patent since May 9, 2018, when Giantplus was provided access to a data room containing claim charts, including for the '093 patent.

51. Upon information and belief, since at least the above-mentioned date when Giantplus was on notice of its infringement, Giantplus has actively induced, under U.S.C. § 271(b), distributors, importers and/or consumers that purchase or sell TFT-LCD panels that include all of the limitations of one or more claims of the '093 patent to directly infringe one or more claims of the '093 patent by using, offering for sale, selling, and/or importing the TFT-LCD panels. Since at least the notice provided on the above-mentioned date, Giantplus does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '093 patent. Upon information and belief, Giantplus intends to cause, and has taken affirmative steps to induce, infringement by the distributors, importers, and/or consumers by, *inter alia*, creating advertisements that promote the infringing use of the TFT-LCD panels, creating established distribution channels for the TFT-LCD panels into and within the United States, manufacturing the TFT-LCD panels in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States. *See, e.g.,* About Giantplus webpage (*available at <http://www.giantplus.com.tw/en/about-us/about-giantplus>*) (showing Giantplus' "Worldwide Customers" including a North American location).

52. On information and belief, despite having knowledge of the '093 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '093 patent, Giantplus has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Giantplus' infringing activities relative to the '093 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical

infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

53. VPV has been damaged as a result of Giantplus' infringing conduct described in this Count. Giantplus is, thus, liable to VPV in an amount that adequately compensates VPV for Giantplus' 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.

COUNT IV

(INFRINGEMENT OF U.S. PATENT NO. 6,891,196)

54. Plaintiff incorporates paragraphs 1 through 53 herein by reference.

55. VPV is the assignee of the '196 patent, entitled "Active matrix substrate and manufacturing method therefor," with ownership of all substantial rights in the '196 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

56. The '196 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '196 patent issued from U.S. Patent Application No. 10/617,035.

57. Giantplus has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '196 patent in this judicial district and elsewhere in Texas and the United States.

58. Upon information and belief, Giantplus engages in the research, development, design, manufacture, and sales of TFT-LCD panels. *See* Giantplus' "R & D" page (*available at* <http://www.giantplus.com.tw/en/about-us/about-giantplus/r-d>) (describing that Giantplus "has an

experienced and up-to-date engineering team who has consistently dedicated to innovative technologies and product developments”).

59. Giantplus directly infringes the '196 patent via 35 U.S.C. § 271(a) by making, offering for sale, selling, and/or importing those TFT-LCD panels, their components, and/or products containing same that incorporate the fundamental technologies covered by the '196 patent, or by having its controlled subsidiaries, intermediaries, and/or agents do the same. Furthermore, upon information and belief, Giantplus sells and makes TFT-LCD panels outside of the United States, intending and/or knowing that those panels are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '196 patent.

60. For example, Giantplus infringes claim 1 of the '196 patent via its LCD panel model nos. GPM1410A0 0418 and LM1452B02-1B. Those products each include a “lateral electrical field type active matrix substrate comprising” each of the limitations of claim 1. The technology discussion above and the example accused TFT-LCD panel (model nos. GPM1410A0 0418 and LM1452B02-1B) provide context for Plaintiff’s allegations that each of those limitations are met. For example, the model nos. GPM1410A0 0418 and LM1452B02-1B include (a) a gate electrode layer, a gate insulating layer and an amorphous silicon semiconductor layer deposited in a substantially stacked fashion on a transparent insulating substrate, viewed from a direction normal to said transparent insulating substrate, to form a layered structure, including a gate electrode, a gate wiring, a comb-shaped common electrode and a thin-film transistor area; (b) a drain wiring formed on a first passivation film disposed on said substrate so as to cover said layered structure; and (c) a second passivation film formed as a layer overlying said drain wiring and said first passivation film; (d) source/drain openings passing through said first passivation film and said

second passivation film to reach said amorphous silicon semiconductor layer, and (e) an opening passing through said second passivation film to reach said drain wiring; wherein (f) a wiring layer extending through said drain opening to said drain wiring and a pixel electrode connected to said source opening are formed by a pixel electrode film disposed on said second passivation film.

61. Giantplus further infringes the '196 patent via 35 U.S.C. § 271(g) by selling, offering to sell, and/or importing TFT-LCD panels, their components, and/or products containing same, that are made by a process covered by the '196 patent. Upon information and belief, the infringing TFT-LCD panels, their components, and/or products containing same are not materially changed by subsequent processes, and they are neither trivial nor nonessential components of another product.

62. At a minimum, Giantplus has known of the '196 patent at least as early as the filing date of the complaint. In addition, Giantplus has known of the '196 patent since May 9, 2018, when Giantplus was first notified that Giantplus was infringing the '196 patent.

63. Upon information and belief, since at least the above-mentioned date when Giantplus was on notice of its infringement, Giantplus has actively induced, under U.S.C. § 271(b), distributors, importers and/or consumers that purchase or sell TFT-LCD panels that include or are made using all of the limitations of one or more claims of the '196 patent to directly infringe one or more claims of the '196 patent by using, offering for sale, selling, and/or importing the TFT-LCD panels. Since at least the notice provided on the above-mentioned date, Giantplus does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '196 patent. Upon information and belief, Giantplus intends to cause, and has taken affirmative steps to induce, infringement by the distributors, importers, and/or consumers by, inter alia, creating advertisements that promote the infringing use of the TFT-LCD panels, creating

established distribution channels for the TFT-LCD panels into and within the United States, manufacturing the TFT-LCD panels in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States. *See, e.g.*, About Giantplus webpage (*available at <http://www.giantplus.com.tw/en/about-us/about-giantplus>*) (showing Giantplus’ “Worldwide Customers” including a North American location).

64. On information and belief, despite having knowledge of the ’196 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the ’196 patent, Giantplus has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Giantplus’ infringing activities relative to the ’196 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

65. VPV has been damaged as a result of Giantplus’ infringing conduct described in this Count. Giantplus is, thus, liable to VPV in an amount that adequately compensates VPV for Giantplus’ 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.

INJUNCTIVE RELIEF

66. Plaintiff seeks preliminary and permanent injunctions as a result of Giantplus’ infringement of the Asserted Patents. Plaintiff is likely to succeed in showing that Giantplus infringes the Asserted Patents. Because of that infringement, Plaintiff has suffered an irreparable injury, and the remedies available at law, such as monetary damages, are inadequate to compensate

for that injury. For example, if Plaintiff must enforce a judgment against Giantplus in Taiwan, Plaintiff will face a historically challenging burden in persuading a Taiwanese court to enforce a judgment from a U.S. court, likely preventing Plaintiff from obtaining any monetary damages from Giantplus. Considering the balance of hardships between the Plaintiff and Giantplus, a remedy in equity is warranted; and the public interest would not be disserved by a permanent or preliminary injunction.

CONCLUSION

67. Plaintiff is entitled to recover from Giantplus the damages sustained by Plaintiff as a result of Giantplus' wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court.

68. Plaintiff has incurred and will incur attorneys' fees, costs, and expenses in the prosecution of this action. The circumstances of this dispute may give rise to an exceptional case within the meaning of 35 U.S.C. § 285, and Plaintiff is entitled to recover its reasonable and necessary attorneys' fees, costs, and expenses.

JURY DEMAND

69. Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

70. Plaintiff respectfully requests that the Court find in its favor and against Giantplus, and that the Court grant Plaintiff the following relief:

1. A judgment that Giantplus has infringed the Asserted Patents as alleged herein, directly and/or indirectly by way of inducing infringement of such patents;

2. A judgment for an accounting of all damages sustained by Plaintiff as a result of the acts of infringement by Giantplus;
3. A preliminary and permanent injunction against Giantplus, its subsidiaries, or anyone acting on its behalf from making, using, selling, offering to sell, or importing any products that infringe the Asserted Patents, and any other injunctive relief the Court deems just and equitable;
4. A judgment and order requiring Giantplus to pay Plaintiff damages under 35 U.S.C. § 284, including up to treble damages as provided by 35 U.S.C. § 284, and any royalties determined to be appropriate;
5. A judgment and order requiring Giantplus to pay Plaintiff pre-judgment and post-judgment interest on the damages awarded;
6. A judgment and order finding this to be an exceptional case and requiring Giantplus to pay the costs of this action (including all disbursements) and attorneys' fees as provided by 35 U.S.C. § 285; and
7. Such other and further relief as the Court deems just and equitable.

Dated: May 23, 2019

Respectfully submitted,

/s/Patrick J. Conroy w/permission Claire A. Henry

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