

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

SYNKLOUD TECHNOLOGIES, LLC)	
)	
Plaintiff,)	C.A. No. 19-1360-RGA
)	
v.)	
)	JURY TRIAL DEMANDED
)	
HP INC.)	
)	
Defendant.)	
)	

AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff SynKloud Technologies, LLC (“SynKloud” or “Plaintiff”), for its Amended Complaint against HP Inc. (“HP” or “Defendant”) alleges the following:

NATURE OF THE ACTION

1. This is an action for patent infringement of United States Patent Nos. 9,098,526 (“the ’526 Patent”), 10,015,254 (“the ’254 Patent”), 7,879,225 (“the ’225 Patent”), and 8,694,590 (“the ’590 Patent”) (collectively, the “Patents-in-Suit”) arising under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, seeking damages and other relief under 35 U.S.C. § 281 *et seq.*

THE PARTIES

2. Plaintiff is a limited liability company organized under the laws of the State of Delaware with a place of business at 124 Broadkill Road, Suite 415, Milton, DE 19968.

3. On information and belief, Defendant is a corporation organized under the laws of the State of Delaware with a place of business at 1501 Page Mill Road, Palo Alto, CA 94304.

The Delaware Division of Corporations identifies Defendant’s registered agent as the

Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

4. On information and belief, Defendant sells and offers to sell products and services throughout the United States, including in this District, and introduces products and services into the stream of commerce and that incorporate infringing technology knowing that it would be sold in this District and elsewhere in the United States.

5. On information and belief, Defendant conducts a significant amount of business in this District through online sales and advertisements directly to consumers and through product sales by HP's distributors and resellers.

JURISDICTION AND VENUE

6. This is an action for patent infringement arising under the Patent Laws of the United States, Title 35 of the United States Code.

7. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

8. Venue is proper in this District under 28 U.S.C. §§ 1391(b), (c) and/or 1400(b).

On information and belief, Defendant has placed, and is continuing to place, infringing products into the stream of commerce, via an established distribution channel, with the knowledge and/or understanding that such products are sold in this District. Defendant, directly or through intermediaries, conducts business in this District, and at least a portion of the acts of infringement and claims alleged in this Amended Complaint have taken place and are continuing to take place in this District.

9. On information and belief, this Court has personal jurisdiction over Defendant because it is incorporated in Delaware and has purposefully availed itself of the privileges and benefits of the laws of the State of Delaware. Further, Defendant is subject to this Court's

general and specific personal jurisdiction because Defendant has sufficient minimum contacts within the State of Delaware, pursuant to due process and/or the Delaware Long Arm Statute, because Defendant purposefully availed itself of the privileges of conducting business in the State of Delaware, and because Plaintiff's causes of action arise directly from Defendant's business contacts and other activities in the State of Delaware, including regularly doing or soliciting business and deriving substantial revenue from products and services provided to individuals in this District. The exercise of jurisdiction over Defendant would not offend traditional notions of fair play and substantial justice.

10. Plaintiff is the owner of the Patents-in-Suit asserted in this action and has the exclusive right to sue and collect remedies for past, present, and future infringement of the patent.

COUNT 1
INFRINGEMENT OF U.S. PATENT NO. 9,098,526

11. The allegations set forth in the foregoing paragraphs 1 through 10 are incorporated by reference into this claim for relief.

12. On August 4, 2015, the '526 Patent, entitled "Method and System for Wireless Device Access to External Storage," was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the '526 Patent is attached as Exhibit 1.

13. The '526 Patent issued from United States Patent Application No. 14/150,106 ("the '106 Application"), filed on January 8, 2014. The '106 Application is a Continuation of U.S. Patent Application No. 14/079,831, filed on November 14, 2013, now U.S. Patent No. 8,868,690, which is a Continuation of U.S. Patent Application No. 10/726,897 filed on December 4, 2003, now U.S. Patent No. 8,606,880.

14. Plaintiff is the assignee and owner of the right, title, and interest in and to the '526 Patent, including the right to assert all causes of action arising under the '526 Patent and the right to any remedies for infringement of the '526 Patent.

15. Defendant has infringed and continues to infringe the '526 Patent under 35 U.S.C. § 271, literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, infringing products without authorization (hereafter "Infringing Instrumentalities"). At a minimum, Infringing Instrumentalities include all HP Laptops and 2-in-1s (*e.g.*, Business, Premium, Gaming, Laptops, ZBook Workstations, Convertibles and Detachables), Desktops (*e.g.*, Business, Immersive, Gaming, Towers, Z Workstations, All-in-Ones), and/or the HP Products identified in Exhibit 5 that use cloud services like Microsoft One Drive ("Cloud Services"). This includes products like the HP 14" Laptop ("HP Laptop") that use Cloud Services.

16. Defendant directly infringed and continues to directly infringe at least claim 1¹ of the '526 Patent by making, using, selling, offering to sell, importing and/or providing and causing to be used the HP Laptop which satisfies, literally or under the doctrine of equivalents, each and every claim limitation of claim 1 of the '526 Patent. The correspondence between the limitations of claim 1 of the '526 Patent and the HP Laptop is shown in the claim chart attached hereto as Exhibit 2. The claim chart is incorporated by reference as if set forth herein. Additional details relating to the HP Laptop and their infringement are within the possession, custody or control of Defendant.

¹ Plaintiff reserves the right to identify additional asserted claims and accused products as this litigation proceeds. For example, Plaintiff expressly reserves the right to identify additional asserted claims and accused products in its infringement contentions to be served during the discovery process.

17. Defendant provides users with support material for the HP Laptop with instructions about their use of Cloud Services that practice at least claim 1 of the '526 Patent.

18. On information and belief, the identified structures and functionalities of the HP Laptop shown in the claim chart are representative of the structure and functionality present in all Infringing Instrumentalities including but not limited to HP families of products with the following designations or trade names: EliteBook laptops, ZBook laptops, ProBook laptops, Essential laptops, Spectre Folio, Omen laptops, Omen desktops, Pavilion laptop, ENVY laptop, Chromebook, ZBook, Spectre laptop, ENVY towers, Pavilion desktops, Thin Client, ENVY desktops, Slimline desktop, EliteDesk Workstation, Z Workstation, HP All-in-One, ENVY All-in-One Desktop, Sprout Pro, All-in-One Zero Client, and/or the HP Products identified in Exhibit 5. On information and belief, any other product of HP that uses Cloud Services is also an Infringing Instrumentality. Additional details relating to Infringing Instrumentalities and their infringement are within the possession, custody or control of Defendant.

19. Plaintiff offers this preliminary identification and description of infringement without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identification and description of infringement based on additional information obtained through discovery or otherwise.

20. On information and belief, Defendant provides users with support and services on how to use Cloud Services with Infringing Instrumentalities.

21. By way of example, in providing HP Customer Support on its website, Defendant states:

Freeing up space using the cloud (online storage)

For optimal performance, your notebook computer is intended for use with cloud storage. As an alternative to deleting files on your computer, you can move files to the cloud to free up more hard drive space for the Windows update.

NOTE: Based on the configuration, your HP notebook computer offers different options to support cloud storage. Other cloud storage options are available online if these examples do not apply to you.

Activating Microsoft Office 365

Some 32 GB notebooks come with Microsoft Office 365 and 1TB of cloud storage space on OneDrive. To start using Office 365, open any Office application, and follow the on-screen instructions to activate your license. The product key is entered automatically by the device; there is no printed product key. Your Office license is connected to your Microsoft account.

For more information, see [Activate an Office purchase or free offer on a new PC](#) (in English).

Using Microsoft OneDrive cloud storage

After activating the Office 365 offer (if applicable) you have 1TB of cloud storage space on OneDrive. Files stored on OneDrive can be accessed from any device connected to the Internet. Using cloud storage instead of storing files locally on the hard drive helps to reserve free space and improve device performance. For more information about using OneDrive, see the Microsoft Support page [OneDrive on your PC](#) (in English).

See <https://support.hp.com/us-en/document/c05449785>. In particular, Defendant emphasizes that “[f]or optimal performance, your notebook computer is intended for use with cloud storage” and provides information on how to use Cloud Services like Microsoft One Drive. Defendant further touts the benefits of using Cloud Services to users of Infringing Instrumentalities.

22. On information and belief, Defendant had knowledge and became aware that its products that use Cloud Services infringe the ’526 Patent prior to the filing of the original Complaint. By way of example, prior to the filing of the original Complaint, HP received a letter from SynKloud in June 2019 stating that the ’526 Patent was being practiced in cloud service-enabled products that were being used, offered for sale and sold by HP. In the event no such knowledge or awareness existed prior to the filing of the original Complaint, Defendant obtained knowledge and became aware that its products infringe the ’526 Patent upon the filing of the original Complaint.

23. Defendant has committed acts of infringement without license or authorization. Defendant knew or should have known that its actions would cause direct and indirect infringement of the ’526 Patent. On information and belief, Defendant acted with objective

recklessness by proceeding despite an objective high likelihood that its actions constituted infringement of a valid patent.

24. Defendant is liable under 35 U.S.C. § 271(b) for actively inducing infringement and continuing to actively induce infringement. Defendant actively induces and continues to induce customers and users of Infringing Instrumentalities to infringe the '526 Patent. On information and belief, Defendant possessed a specific intent to induce infringement, and in fact did induce infringement of the '526 Patent, by engaging in affirmative acts such as selling and causing the Infringing Instrumentalities to be manufactured, by providing user guides, installation or instruction manuals, and other training materials, by advertising and solicitation and otherwise providing sales-related materials, and by providing customer support and /or services to users. As set forth above, in providing HP Customer Support on its website, Defendant specifically intended to encourage and promote users to use Infringing Instrumentalities in an infringing manner, knowing that such use in accordance with its actions constituted infringement of the '526 Patent. Accordingly, Defendant is aware and/or willfully blind that these affirmative acts infringe and/or would induce infringement of the '526 Patent, of which it had knowledge.

25. Defendant had pre-suit knowledge that it was using the '526 Patent and has knowingly made, used, offered to sell, sold, and/or imported into the United States the Infringing Instrumentalities that infringed and continue to infringe the '526 Patent under 35 U.S.C. § 271. Because Defendant did so with such knowledge of the '526 Patent, Defendant is liable for willful infringement.

26. Defendant's acts of infringement have caused damage to Plaintiff, and Plaintiff is entitled to recover from Defendant the damages it has sustained as a result of Defendant's wrongful acts in an amount subject to proof at trial.

COUNT 2
INFRINGEMENT OF U.S. PATENT NO. 10,015,254

27. The allegations set forth in the foregoing paragraphs 1 through 10 are incorporated by reference into this claim for relief.

28. On July 3, 2018, the '254 Patent, entitled "System and Method for Wireless Device Access to External Storage," was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the '254 Patent is attached as Exhibit 3.

29. The '254 Patent issued from United States Patent Application No. 14/977,509 ("the '509 Application"), filed on December 21, 2015. The '509 Application is a Continuation of U.S. Patent Application No. 14/036,744, filed on September 25, 2013, now U.S. Patent No. 9,239,686, which is a Continuation of U.S. Patent Application No. 10/726,897, filed on December 4, 2003, now U.S. Patent No. 8,606,880.

30. Plaintiff is the assignee and owner of the right, title, and interest in and to the '254 Patent, including the right to assert all causes of action arising under the '254 Patent and the right to any remedies for infringement of the '254 Patent.

31. Defendant has infringed and continues to infringe the '254 Patent under 35 U.S.C. § 271, literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, infringing products without authorization (hereafter "Infringing Instrumentalities"). At a minimum, Infringing Instrumentalities include all HP Laptops and 2-in-1s (*e.g.*, Business, Premium, Gaming, Laptops,

ZBook Workstations, Convertibles and Detachables), Desktops (*e.g.*, Business, Immersive, Gaming, Towers, Z Workstations, All-in-Ones), and/or the HP Products identified in Exhibit 5 that use Cloud Services. This includes products like the HP Laptop that use Cloud Services.

32. Defendant directly infringed and continues to directly infringe at least claim 1² of the '254 Patent by making, using, selling, offering to sell, importing and/or providing and causing to be used the HP Laptop which satisfies, literally or under the doctrine of equivalents, each and every claim limitation of claim 1 of the '254 Patent. The correspondence between the limitations of claim 1 of the '254 Patent and the HP Laptop is shown in the claim chart attached hereto as Exhibit 4. The claim chart is incorporated by reference as if set forth herein. Additional details relating to the HP Laptop and their infringement are within the possession, custody or control of Defendant.

33. Defendant provides users with support material for the HP Laptop with instructions about their use of Cloud Services that practice at least claim 1 of the '254 Patent.

34. On information and belief, the identified structures and functionalities of the HP Laptop shown in the claim chart are representative of the structure and functionality present in all Infringing Instrumentalities including but not limited to HP families of products with the following designations or trade names: EliteBook laptops, ZBook laptops, ProBook laptops, Essential laptops, Spectre Folio, Omen laptops, Omen desktops, Pavilion laptop, ENVY laptop, Chromebook, ZBook, Spectre laptop, ENVY towers, Pavilion desktops, Thin Client, ENVY desktops, Slimline desktop, EliteDesk Workstation, Z Workstation, HP All-in-One, ENVY All-in-One Desktop, Sprout Pro, All-in-One Zero Client, and/or the HP Products identified in Exhibit

² Plaintiff reserves the right to identify additional asserted claims and accused products as this litigation proceeds. For example, Plaintiff expressly reserves the right to identify additional asserted claims and accused products in its infringement contentions to be served during the discovery process.

5. On information and belief, any other product of HP that uses Cloud Services is also an Infringing Instrumentality. Additional details relating to Infringing Instrumentalities and their infringement are within the possession, custody or control of Defendant.

35. Plaintiff offers this preliminary identification and description of infringement without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identification and description of infringement based on additional information obtained through discovery or otherwise.

36. On information and belief, Defendant provides users with support and services on how to use Cloud Services with Infringing Instrumentalities.

37. By way of example, in providing HP Customer Support on its website, Defendant states:

Freeing up space using the cloud (online storage)

For optimal performance, your notebook computer is intended for use with cloud storage. As an alternative to deleting files on your computer, you can move files to the cloud to free up more hard drive space for the Windows update.

NOTE: Based on the configuration, your HP notebook computer offers different options to support cloud storage. Other cloud storage options are available online if these examples do not apply to you.

Activating Microsoft Office 365

Some 32 GB notebooks come with Microsoft Office 365 and 1TB of cloud storage space on OneDrive. To start using Office 365, open any Office application, and follow the on-screen instructions to activate your license. The product key is entered automatically by the device; there is no printed product key. Your Office license is connected to your Microsoft account.

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Using Microsoft OneDrive cloud storage

After activating the Office 365 offer (if applicable) you have 1TB of cloud storage space on OneDrive. Files stored on OneDrive can be accessed from any device connected to the Internet. Using cloud storage instead of storing files locally on the hard drive helps to reserve free space and improve device performance. For more information about using OneDrive, see the Microsoft Support page [OneDrive on your PC](#) (in English).

See <https://support.hp.com/us-en/document/c05449785>. In particular, Defendant emphasizes that “[f]or optimal performance, your notebook computer is intended for use with cloud storage” and provides information on how to use Cloud Services like Microsoft One Drive. Defendant further touts the benefits of using Cloud Services to users of Infringing Instrumentalities.

38. On information and belief, Defendant had knowledge and became aware that its products that use Cloud Services infringe the '254 Patent prior to the filing of the original Complaint. By way of example, prior to the filing of the original Complaint, HP received a letter from SynKloud in June 2019 stating that the '254 Patent was being practiced in cloud service-enabled products that were being used, offered for sale and sold by HP. In the event no such knowledge or awareness existed prior to the filing of the original Complaint, Defendant obtained knowledge and became aware that its products infringe the '254 Patent upon the filing of the original Complaint.

39. Defendant has committed acts of infringement without license or authorization. Defendant knew or should have known that its actions would cause direct and indirect infringement of the '254 Patent. On information and belief, Defendant acted with objective recklessness by proceeding despite an objective high likelihood that its actions constituted infringement of a valid patent.

40. Defendant is liable under 35 U.S.C. § 271(b) for actively inducing infringement and continuing to actively induce infringement. Defendant actively induces and continues to induce customers and users of Infringing Instrumentalities to infringe the '254 Patent. On information and belief, Defendant possessed a specific intent to induce infringement, and in fact did induce infringement of the '254 Patent, by engaging in affirmative acts such as selling and causing the Infringing Instrumentalities to be manufactured, by providing user guides, installation or instruction manuals, and other training materials, by advertising and solicitation and otherwise providing sales-related materials, and by providing customer support and /or services to users. As set forth above, in providing HP Customer Support on its website, Defendant specifically intended to encourage and promote users to use Infringing

Instrumentalities in an infringing manner, knowing that such use in accordance with its actions constituted infringement of the '254 Patent. Accordingly, Defendant is aware and/or willfully blind that these affirmative acts infringe and/or would induce infringement of the '254 Patent, of which it had knowledge.

41. Defendant had pre-suit knowledge that it was using the '254 Patent and has knowingly made, used, offered to sell, sold, and/or imported into the United States the Infringing Instrumentalities that infringed and continue to infringe the '254 Patent under 35 U.S.C. § 271. Because Defendant did so with such knowledge of the '254 Patent, Defendant is liable for willful infringement.

42. Defendant's acts of infringement have caused damage to Plaintiff, and Plaintiff is entitled to recover from Defendant the damages it has sustained as a result of Defendant's wrongful acts in an amount subject to proof at trial.

COUNT 3
INFRINGEMENT OF U.S. PATENT NO. 7,870,225

43. The allegations set forth in the foregoing paragraphs 1 through 10 are incorporated by reference into this claim for relief.

44. On January 11, 2011, the '225 Patent, entitled "Disk System Adapted To Be Directly Attached To Network," was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the '225 Patent is attached as Exhibit 6.

45. The '225 Patent issued from United States Patent Application No. 12/701,335 ("the '335 Application"), filed on February 5, 2010. The '335 Application is a Division of U.S. Patent Application No. 09/974,082, filed on October 9, 2001, now U.S. Patent No. 7,792,923, which claims the benefit of U.S. Provisional Application No. 60/240,344, filed on October 13, 2003.

46. Plaintiff is the assignee and owner of the right, title, and interest in and to the '225 Patent, including the right to assert all causes of action arising under the '225 Patent and the right to any remedies for infringement of the '225 Patent.

47. Defendant has infringed and continues to infringe the '225 Patent under 35 U.S.C. § 271, literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, infringing products without authorization (hereafter "Infringing Instrumentalities"). At a minimum, Infringing Instrumentalities include all HP Laptops and 2-in-1s (*e.g.*, Business, Premium, Gaming, Laptops, ZBook Workstations, Convertibles and Detachables), Desktops (*e.g.*, Business, Immersive, Gaming, Towers, Z Workstations, All-in-Ones), and/or the HP Products identified in Exhibit 5 that use cloud services like Microsoft One Drive ("Cloud Services"). This includes products like the HP Envy x360 Laptop ("HP Envy Laptop") that use Cloud Services.

48. Users of systems including Defendant's Infringing Instrumentalities directly infringe the '225 Patent by using infringing systems without authorization (hereafter "'225 Infringing Systems"). At a minimum, '225 Infringing Systems include systems with Infringing Instrumentalities used with Cloud Services.

49. By way of example, users of '225 Infringing Systems directly infringe the '225 Patent by using systems which include the HP Envy Laptop used with the Microsoft One Drive.

50. The infringement of claim 1³ of the '225 Patent by Defendant and users of '225 Infringing Systems is reflected in the claim chart attached hereto as Exhibit 7. The claim chart is incorporated by reference as if set forth herein. Additional details relating to the '225 Infringing

³ Plaintiff reserves the right to identify additional asserted claims and accused products as this litigation proceeds. For example, Plaintiff expressly reserves the right to identify additional asserted claims and accused products in its infringement contentions to be served during the discovery process.

Systems, Infringing Instrumentalities, and their infringement are within the possession, custody or control of Defendant and users of '225 Infringing Systems.

51. On information and belief, the identified structures and functionalities of the HP Envy Laptop shown in the claim chart are representative of the structure and functionality present in all Infringing Instrumentalities including but not limited to HP families of products with the following designations or trade names: EliteBook laptops, ZBook laptops, ProBook laptops, Essential laptops, Spectre Folio, Omen laptops, Omen desktops, Pavilion laptop, Chromebook, ZBook, Spectre laptop, ENVY towers, Pavilion desktops, Thin Client, ENVY desktops, Slimline desktop, EliteDesk Workstation, Z Workstation, HP All-in-One, ENVY All-in-One Desktop, Sprout Pro, All-in-One Zero Client, and/or the HP Products identified in Exhibit

5. On information and belief, any other product of HP that uses Cloud Services is also an Infringing Instrumentality. Additional details relating to Infringing Instrumentalities and their infringement are within the possession, custody or control of Defendant.

52. Plaintiff offers this preliminary identification and description of infringement without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identification and description of infringement based on additional information obtained through discovery or otherwise.

53. On information and belief, Defendant provides users with support and services on how to use Cloud Services with Infringing Instrumentalities.

54. By way of example, in providing HP Customer Support on its website, Defendant states:

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For optimal performance, your notebook computer is intended for use with cloud storage. As an alternative to deleting files on your computer, you can move files to the cloud to free up more hard drive space for the Windows update.

NOTE: Based on the configuration, your HP notebook computer offers different options to support cloud storage. Other cloud storage options are available online if these examples do not apply to you.

Activating Microsoft Office 365

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For more information, see [Activate an Office purchase or free offer on a new PC](#) (in English).

Using Microsoft OneDrive cloud storage

After activating the Office 365 offer (if applicable) you have 1TB of cloud storage space on OneDrive. Files stored on OneDrive can be accessed from any device connected to the Internet. Using cloud storage instead of storing files locally on the hard drive helps to reserve free space and improve device performance. For more information about using OneDrive, see the Microsoft Support page [OneDrive on your PC](#) (in English).

See <https://support.hp.com/us-en/document/c05449785>. In particular, Defendant emphasizes that “[f]or optimal performance, your notebook computer is intended for use with cloud storage” and provides information on how to use Cloud Services like Microsoft One Drive. Defendant further touts the benefits of using Cloud Services to users of Infringing Instrumentalities.

55. On information and belief, Defendant had knowledge and became aware that its products infringe the ’225 Patent prior to the filing of this Amended Complaint. By way of example, prior to the filing of this Amended Complaint, HP received a letter from SynKloud in June 2019 stating that the ’225 Patent was being practiced in products that were being used, offered for sale and sold by HP. In the event no such knowledge or awareness existed prior to the filing of this Amended Complaint, Defendant obtained knowledge and became aware that its products infringe the ’225 Patent no later than upon the filing of this Amended Complaint.

56. Defendant has committed acts of infringement without license or authorization. Defendant knew or should have known that its actions would cause direct and indirect infringement of the ’225 Patent. On information and belief, Defendant acted with objective

recklessness by proceeding despite an objective high likelihood that its actions constituted infringement of a valid patent.

57. Defendant is liable under 35 U.S.C. § 271(b) for actively inducing infringement and continuing to actively induce infringement. Defendant actively induces and continues to induce users of Infringing Instrumentalities and '225 Infringing Systems to infringe the '225 Patent. On information and belief, Defendant possessed a specific intent to induce infringement, and in fact did induce infringement of the '225 Patent, by engaging in affirmative acts such as selling and causing the Infringing Instrumentalities to be manufactured, by providing user guides, installation or instruction manuals, and other training materials, by advertising and solicitation and otherwise providing sales-related materials, and by providing customer support and /or services to users. As set forth above, in providing HP Customer Support on its website, Defendant specifically intended to encourage and promote users to use Infringing Instrumentalities and '225 Infringing Systems in an infringing manner, knowing that such use in accordance with its actions constituted infringement of the '225 Patent. Accordingly, Defendant is aware and/or willfully blind that these affirmative acts infringe and/or would induce infringement of the '225 Patent, of which it had knowledge.

58. Defendant had pre-suit knowledge that it was using the '225 Patent and has knowingly made, used, offered to sell, sold, and/or imported into the United States the Infringing Instrumentalities that infringed and continue to infringe the '225 Patent under 35 U.S.C. § 271. Because Defendant did so with such knowledge of the '225 Patent, Defendant is liable for willful infringement.

59. Defendant's acts of infringement have caused damage to Plaintiff, and Plaintiff is entitled to recover from Defendant the damages it has sustained as a result of Defendant's wrongful acts in an amount subject to proof at trial.

COUNT 4
INFRINGEMENT OF U.S. PATENT NO. 8,694,590

60. The allegations set forth in the foregoing paragraphs 1 through 10 are incorporated by reference into this claim for relief.

61. On April 8, 2014, the '590 Patent, entitled "Method And System For Formatting Messages Into Stylized Messages For Print Out," was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the '590 Patent is attached as Exhibit 8.

62. The '590 Patent issued from United States Patent Application No. 11/749,570, filed on May 16, 2007, which claims the benefit of U.S. Provisional Application No. 60/747,919, filed on May 22, 2006.

63. Plaintiff is the assignee and owner of the right, title, and interest in and to the '590 Patent, including the right to assert all causes of action arising under the '590 Patent and the right to any remedies for infringement of the '590 Patent.

64. Defendant has infringed and continues to infringe the '590 Patent under 35 U.S.C. § 271, literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, infringing products without authorization (hereafter "'590 Infringing Instrumentalities"). At a minimum, '590 Infringing Instrumentalities include products such as the HP Printer Skill which is enabled on Amazon's Alexa device/service.

65. Defendant directly infringed and continues to directly infringe at least claim 1⁴ of the '590 Patent by making, using, selling, offering to sell, importing and/or providing and causing to be used the HP Printer Skill which satisfies, literally or under the doctrine of equivalents, each and every claim limitation of claim 1 of the '590 Patent. The correspondence between the limitations of claim 1 of the '590 Patent and the HP Printer Skill is shown in the claim chart attached hereto as Exhibit 9. The claim chart is incorporated by reference as if set forth herein. Additional details relating to the HP Printer Skill and its infringement are within the possession, custody or control of Defendant.

66. Plaintiff offers this preliminary identification and description of infringement without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identification and description of infringement based on additional information obtained through discovery or otherwise.

67. On information and belief, Defendant purposely intends and causes users to use the HP Printer Skill with Amazon's Alexa device/service. The infringement of claim 1 of the '590 Patent by users of the HP Printer Skill with Amazon's Alexa device/service is also reflected in the claim chart attached hereto as Exhibit 9.

68. On information and belief, Defendant had knowledge and became aware that its products infringe the '590 Patent prior to the filing of this Amended Complaint. In the event no such knowledge or awareness existed, Defendant obtained knowledge and became aware that its products infringe the '590 Patent no later than upon the filing of this Amended Complaint.

⁴ Plaintiff reserves the right to identify additional asserted claims and accused products as this litigation proceeds. For example, Plaintiff expressly reserves the right to identify additional asserted claims and accused products in its infringement contentions to be served during the discovery process.

69. Defendant has committed acts of infringement without license or authorization. Defendant knew or should have known that its actions would cause direct and indirect infringement of the '590 Patent. On information and belief, Defendant acted with objective recklessness by proceeding despite an objective high likelihood that its actions constituted infringement of a valid patent.

70. Defendant is liable under 35 U.S.C. § 271(b) for actively inducing infringement and continuing to actively induce infringement. Defendant actively induces and continues to induce users and/or Amazon to infringe the '590 Patent through the use of the HP Printer Skill with Amazon's Alexa device/service. On information and belief, Defendant possessed a specific intent to induce infringement, and in fact did induce infringement of the '590 Patent, by engaging in affirmative acts such as selling and causing the '590 Infringing Instrumentalities to be manufactured, by providing user guides, installation or instruction manuals, and other training materials, by advertising and solicitation and otherwise providing sales-related materials, and by providing customer support and /or services to users. Accordingly, Defendant is aware and/or willfully blind that these affirmative acts infringe and/or would induce infringement of the '590 Patent, of which it had knowledge.

71. Defendant had pre-suit knowledge that it was using the '590 Patent and has knowingly made, used, offered to sell, sold, and/or imported into the United States the Infringing Instrumentalities that infringed and continue to infringe the '590 Patent under 35 U.S.C. § 271. Because Defendant did so with such knowledge of the '590 Patent, Defendant is liable for willful infringement.

72. Defendant's acts of infringement have caused damage to Plaintiff, and Plaintiff is entitled to recover from Defendant the damages it has sustained as a result of Defendant's wrongful acts in an amount subject to proof at trial.

JURY DEMAND

73. Plaintiff requests a jury trial of all issues in this action so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

- A. Declaring that Defendant has infringed the Patents-in-Suit.
- B. Awarding damages arising out of Defendant's infringement of the Patents-in-Suit to SynKloud, including enhanced damages pursuant to 35 U.S.C. § 284, together with prejudgment and post-judgment interest, in an amount according to proof.
- C. Awarding attorneys' fees to SynKloud pursuant to 35 U.S.C. § 285 or as otherwise permitted by law.
- D. Awarding such other costs and further relief as the Court may deem just and proper.

DATED: November 12, 2019

**KLEHR HARRISON
HARVEY BRANZBURG LLP**

OF COUNSEL:

Daniel S. Carlineo, Esq.
(admitted *pro hac vice*)
Nelson M. Kee, Esq.
(admitted *pro hac vice*)
CARLINEO KEE, PLLC
1517 17th Street, NW; 3rd Floor
Washington, DC 20036
Telephone: (202) 780-6109
dcarlineo@ck-iplaw.com

/s/ Sean M. Brennecke

David S. Eagle (#3387)
Sean M. Brennecke (#4686)
919 Market Street, Suite 1000
Wilmington, Delaware 19801
Telephone: (302) 552-5518
Facsimile: (302) 426-9193
deagle@klehr.com
sbrennecke@klehr.com

*Attorneys for Plaintiff
SynKloud Technologies, LLC*