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14 Attorneys for Plaintiff Flexiworld Technologies, Inc.

15 **IN THE UNITED STATES DISTRICT COURT**
16 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

17 FLEXIWORLD TECHNOLOGIES,
18 INC.,

19 Plaintiff,

20 v.

21 EPSON AMERICAN, INC.,

22 Defendant.

Case No.

**COMPLAINT FOR PATENT
INFRINGEMENT**

Jury Trial Demanded

1 Plaintiff Flexiworld Technologies, Inc., files this Original Complaint for patent
2 infringement against Epson America, Inc. alleging as follows:

3 **NATURE OF THE SUIT**

4 1. This is a claim for patent infringement arising under the patent laws of
5 the United States, Title 35 of the United States Code.

6 **THE PARTIES**

7 2. Plaintiff **Flexiworld Technologies, Inc. (“Plaintiff” or**
8 **“Flexiworld”)** is a Washington corporation with its principal place of business at
9 2716 SE 169th Ave Q147, Vancouver, WA.

10 3. Defendant **Epson America, Inc. (“Epson”)** is a California corporation
11 with a regular and established place of business located at 3840 Kilroy Airport Way,
12 Long Beach, California 30806. Epson can be served through its registered agent at
13 The Prentice-Hall Corporation System, Inc., 251 Little Falls Drive, Wilmington,
14 Delaware 19808.

15 **JURISDICTION AND VENUE**

16 4. This action arises under the patent laws of the United States, 35 U.S.C.
17 § 101, et seq. This Court’s jurisdiction over this action is proper under the above
18 statutes, including 35 U.S.C. § 271, et seq., 28 U.S.C. § 1331 (federal question
19 jurisdiction) and § 1338 (jurisdiction over patent actions).

20 5. Epson is subject to personal jurisdiction in this Court. In particular, this
21 Court has personal jurisdiction over Epson because Epson, directly and through its
22 subsidiaries, divisions, groups, or distributors, has sufficient minimum contacts with
23 this forum as a result of business conducted within the State of California and/or
24 pursuant to Fed. R. Civ. P. 4(k)(2). Furthermore, on information and belief, Epson
25 has engaged in continuous, systematic, and substantial activities within this State,
26 including substantial marketing and sales of products within this State and this
27 District. Furthermore, on information and belief, this Court has personal jurisdiction
28

1 over Epson because Epson has committed acts giving rise to Flexiworld's claims for
2 patent infringement within and directed to this District.

3 6. Furthermore, on information and belief, Epson has purposefully and
4 voluntarily placed one or more infringing products into the stream of commerce with
5 the expectation that they will be purchased and/or used by residents of this judicial
6 District, including by directly and indirectly working with distributors, and other
7 entities located in the State of California, to ensure the accused products reach the
8 State of California and this judicial District.

9 7. Epson also maintains commercial websites accessible to residents of the
10 State of California and this judicial District, through which Epson promotes and
11 facilitates sales of the accused products. For example, Epson's website
12 <https://epson.com/usa> is accessible to consumers in the United States, including those
13 in the State of California and this judicial District, where Epson supplies information
14 about products that can be purchased and/or used in this judicial District, including
15 the accused products identified herein.

16 8. This Court has general jurisdiction over Epson due to Epson's
17 continuous and systematic contacts with the State of California and this jurisdiction.
18 Further, Epson is subject to this Court's jurisdiction because it has committed patent
19 infringement in the State of California and this jurisdiction. Thus, Epson has
20 established minimum contacts with the State of California and the exercise of
21 jurisdiction would not offend traditional notions of fair play and substantial justice.

22 9. On information and belief, Epson has committed acts of infringement in
23 this District and has one or more regular and established places of business within
24 this District under the language of 28 U.S.C. § 1400(b). Epson maintains a permanent
25 physical presence within the Central District of California, conducting business from
26 at least its location at 3840 Kilroy Airport Way, Long Beach, California, 30806.
27 Thus, venue is proper in this District with respect to Epson under 28 U.S.C. §
28 1400(b).

1 10. In addition, on information and belief, venue is proper in this judicial
2 district under 28 U.S.C. § 1391(b), (c) and 1400(b) because Epson has conducted and
3 does conduct substantial business in this forum, directly and/or through subsidiaries,
4 agents, representatives, or intermediaries, such substantial business including but not
5 limited to: (i) at least a portion of the infringements alleged herein; (ii) purposefully
6 and voluntarily placing one or more infringing products into the stream of commerce
7 with the expectation that they will be purchased by consumers in this forum; or (iii)
8 regularly doing or soliciting business, engaging in other persistent courses of
9 conduct, or deriving substantial revenue from goods and services provided to
10 individuals in California and in this judicial district.

11 11. Venue is therefore proper in the Central District of California pursuant
12 to 28 U.S.C. § 1400(b).

13 **FLEXIWORLD AND THE PATENTS-IN-SUIT**

14 12. Flexiworld is a pioneer and leading innovator in the field of pervasive
15 wireless technologies.

16 13. Flexiworld was founded by American scientist and inventor William Ho
17 Chang and is an innovator engaged in research and development of technologies for
18 wireless applications and embedded solutions in short-range wireless (e.g., WiFi,
19 Bluetooth) and mobile device markets.

20 14. Flexiworld has significantly contributed to the innovation of wireless
21 devices such as mobile phones, notebooks, PDAs, digital cameras, wireless
22 television, wireless printers, wireless audio devices, etc.

23 15. Flexiworld was voted the best early-stage company in the Pacific
24 Northwest in 2002 and Flexiworld's business plan was also voted, consecutively, as
25 the top 2 among the "Ten Best" in 2002 and in 2003 by the Business Journal in Silicon
26 Valley, USA.

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1 16. Flexiworld’s innovative work and results have been widely recognized
2 in the industry. The company’s patents have been repeatedly forward cited by major
3 technology companies worldwide, including by Seiko Epson Corporation.

4 17. Flexiworld has developed wireless applications and embedded solutions
5 for the short-range wireless and mobile device market.

6 18. William H. Chang, one of the named co-inventors on the Patents-in-
7 Suit, is the founder and President of Flexiworld. Mr. Chang has been granted over
8 88 United States patents and over 100 patents worldwide on his inventions.

9 19. Christina Ying Liu, one of the named co-inventors on the Patents-in-
10 suit, is a Flexiworld shareholder. Ms. Liu has been granted over 65 United States
11 patents and over 75 patents worldwide on her inventions.

12 20. This cause of action asserts infringement of United States Patent Nos.
13 7,609,402 (“the ’402 Patent”), 8,630,000 (“the ’000 Patent”), 9,036,181 (“the ’181
14 Patent”), 10,037,178 (“the ’178 Patent”), 10,140,071 (“the ’071 Patent”), 10,140,073
15 (“the ’073 Patent”), 10,481,846 (“the ’846 Patent”), 10,481,847 (“the ’847 patent”),
16 10,642,576 (“the ’576 Patent”), 10,740,066 (“the ’066 Patent”), 10,761,791 (“the
17 ’791 Patent”), 10,768,871 (“the ’871 Patent”), 10,846,031 (“the ’031 Patent”), and
18 10,873,856 (“the ’856 Patent”), (collectively, the “Patents-in-Suit”).

19 **The ’402 Patent**

20 21. The ’402 Patent, entitled “Methods For Universal Data Output,” duly
21 and legally issued on October 27, 2009, from U.S. Patent Application No.
22 10/053,651, filed on January 18, 2002, naming William Ho Chang and Christina
23 Ying Liu as the inventors. A true and correct copy of the ’402 Patent is attached
24 hereto as **Exhibit 1** and is incorporated by reference.

25 22. The ’402 Patent claims patent-eligible subject matter under 35 U.S.C. §
26 101.

27 23. Flexiworld is the owner and assignee of all rights, title, and interest in
28 and under the ’402 Patent.

1 24. An assignment of the '402 Patent from inventors Chang and Liu to
2 Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at
3 Reel/Frame 028733/0064.

4 25. Flexiworld has standing to sue for infringement of the '402 Patent.

5 **The '000 Patent**

6 26. The '000 Patent, entitled "Essential Components For Enabling A
7 Pervasive Wireless Digital Ecosystem and Wireless Devices That Support the
8 Wireless Digital Ecosystem," duly and legally issued on January 14, 2014, from U.S.
9 Patent Application No. 11/929,501, filed on October 30, 2007 naming William Ho
10 Chang and Christina Ying Liu as the inventors. A true and correct copy of the '000
11 Patent is attached hereto as **Exhibit 2** and is incorporated by reference.

12 27. The '000 Patent claims patent-eligible subject matter under 35 U.S.C. §
13 101.

14 28. Flexiworld is the owner and assignee of all rights, title, and interest in
15 and under the '000 Patent.

16 29. An assignment of the '000 Patent from inventors Chang and Liu to
17 Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at
18 Reel/Frame 029112/0430.

19 30. Flexiworld has standing to sue for infringement of the '000 Patent.

20 **The '181 Patent**

21 31. The '181 Patent, entitled "Wireless Printing Device For Printing Digital
22 Content Received Via Wireless Communication Compatible, At Least Partly, With
23 IEEE 802.11 or Bluetooth," duly and legally issued on May 19, 2015, from U.S.
24 Patent Application No. 12/764,015, filed on April 20, 2010, naming William Ho
25 Chang and Christina Ying Liu as the inventors. A true and correct copy of the '181
26 Patent is attached hereto as **Exhibit 3** and is incorporated by reference.

27 32. The '181 Patent claims patent-eligible subject matter under 35 U.S.C. §
28 101.

1 33. Flexiworld is the owner and assignee of all rights, title, and interest in
2 and under the '181 Patent.

3 34. An assignment of the '181 Patent from inventors Chang and Liu to
4 Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at
5 Reel/Frame 029112/0430.

6 35. Flexiworld has standing to sue for infringement of the '181 Patent.

7 **The '178 Patent**

8 36. The '178 Patent, entitled "Wireless Output Devices or Wireless
9 Controllers That Support Wireless Device Discovery for Establishing Wireless
10 Connectivity," duly and legally issued on July 31, 2018, from U.S. Patent Application
11 No. 15/348,006, filed on November 10, 2016, naming William Ho Chang and
12 Christina Ying Liu as the inventors. A true and correct copy of the '181 Patent is
13 attached hereto as **Exhibit 4** and is incorporated by reference.

14 37. The '178 Patent claims patent-eligible subject matter under 35 U.S.C. §
15 101.

16 38. Flexiworld is the owner and assignee of all rights, title, and interest in
17 and under the '178 Patent.

18 39. An assignment of the '178 Patent from inventors Chang and Liu to
19 Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at
20 Reel/Frame 042385/0202.

21 40. Flexiworld has standing to sue for infringement of the '178 Patent.

22 **The '071 Patent**

23 41. The '071 Patent, entitled "Printers, Printer Controllers, Printer
24 Software, or Printer Firmware for Supporting Wireless Printing or Printing Over
25 Air," duly and legally issued on November 27, 2018, from U.S. Patent Application
26 No. 15/332,432, filed on October 24, 2016, naming William Ho Chang and Christina
27 Ying Liu as the inventors. A true and correct copy of the '071 Patent is attached
28 hereto as **Exhibit 5** and is incorporated by reference.

1 42. The '071 Patent claims patent-eligible subject matter under 35 U.S.C. §
2 101.

3 43. Flexiworld is the owner and assignee of all rights, title, and interest in
4 and under the '071 Patent.

5 44. An assignment of the '071 Patent from inventors Chang and Liu to
6 Flexiworld is at the PTO at Reel/Frame 042385/0202.

7 45. Flexiworld has standing to sue for infringement of the '071 Patent.

8 **The '073 Patent**

9 46. The '073 Patent, entitled “Wireless Devices That Establish A Wireless
10 Connection With A Mobile Information Connection With A Mobile Information
11 Apparatus by Wirelessly Detecting, Within Physical Proximity, the Mobile
12 Information Apparatus,” duly and legally issued on November 27, 2018, from U.S.
13 Patent Application No. 15/627,197, filed on June 19, 2017, naming William Ho
14 Chang and Christina Ying Liu as the inventors. A true and correct copy of the '073
15 Patent is attached hereto as **Exhibit 6** and is incorporated by reference.

16 47. The '073 Patent claims patent-eligible subject matter under 35 U.S.C. §
17 101.

18 48. Flexiworld is the owner and assignee of all rights, title, and interest in
19 and under the '073 Patent.

20 49. An assignment of the '073 Patent from inventors Chang and Liu to
21 Flexiworld is recorded at the United States Patent and Trademark Office (“PTO”) at
22 Reel/Frame 043035/0229.

23 50. Flexiworld has standing to sue for infringement of the '073 Patent.

24 **The '846 Patent**

25 51. The '846 Patent, entitled, “Software Applications and Information
26 Apparatus For Printing Over Air or For Printing Over A Network,” duly and legally
27 issued on November 19, 2019, from U.S. Patent Application No. 15/697,247, filed
28 on September 6, 2017, naming William Ho Chang and Christina Ying Liu as the

1 inventors. A true and correct copy of the '846 Patent is attached hereto as **Exhibit 7**
2 and is incorporated by reference.

3 52. The '846 Patent claims patent-eligible subject matter under 35 U.S.C. §
4 101.

5 53. Flexiworld is the owner and assignee of all rights, title, and d interest in
6 and under the '846 Patent.

7 54. An assignment of the '846 Patent from inventors Chang and Liu to
8 Flexiworld is recorded at the PTO at Reel/Frame 044174/0659.

9 55. Flexiworld has standing to sue for infringement of the '846 Patent.

10 **The '847 Patent**

11 56. The '847 patent, entitled, "Information Apparatus and Software
12 Applications Supporting Output of Digital Content Over A Network to a Registered
13 Output Device," duly and legally issued on November 19, 2019, form U.S.
14 Application No. 15/710,711, filed on September 20, 2017, naming William Ho
15 Chang and Christina Ying Liu as the inventors. A true and correct copy of the '847
16 patent is attached hereto as **Exhibit 8** and is incorporated by reference.

17 57. The '847 Patent claims patent-eligible subject matter under 35 U.S.C. §
18 101.

19 58. Flexiworld is the owner and assignee of all rights, title, and d interest in
20 and under the '847 Patent.

21 59. An assignment of the '847 Patent from inventors Chang and Liu to
22 Flexiworld is recorded at the PTO at Reel/Frame 043675/0451.

23 60. Flexiworld has standing to sue for infringement of the '847 Patent.

24 **The '576 Patent**

25 61. The '576 Patent, entitled, "Mobile Information Apparatus That Includes
26 Wireless Communication Circuitry for Discovery of an Output Device for Outputting
27 Digital Content at the Wirelessly Discovered Output Device," duly and legally issued
28 on May 5, 2020, from U.S. Patent Application No. 16/229,896, filed on December

1 21, 2018, naming William Ho Chang and Christina Ying Liu as the inventors. A true
2 and correct copy of the '576 Patent is attached hereto as **Exhibit 9** and is incorporated
3 by reference.

4 62. The '576 Patent claims patent-eligible subject matter under 35 U.S.C. §
5 101.

6 63. Flexiworld is the owner and assignee of all rights, title, and interest in
7 and under the '576 Patent.

8 64. An assignment of the '576 Patent from inventors Chang and Liu to
9 Flexiworld is recorded at the PTO at Reel/Frame 012382/0239.

10 65. Flexiworld has standing to sue for infringement of the '576 Patent.

11 **The '066 Patent**

12 66. The '066 Patent, entitled “Output Devices That Establish Wireless
13 Connection With an Information Apparatus Subsequent to Having Been Wirelessly
14 Discovered by the Information Apparatus,” duly and legally issued on August 11,
15 2020, from U.S. Patent Application No. 16/396,460, filed on April 26, 2019, naming
16 William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy
17 of the '066 Patent is attached hereto as **Exhibit 10** and is incorporated by reference.

18 67. The '066 Patent claims patent-eligible subject matter under 35 U.S.C. §
19 101.

20 68. Flexiworld is the owner and assignee of all rights, title, and interest in
21 and under the '066 Patent.

22 69. An assignment of the '066 Patent from inventors Chang and Liu to
23 Flexiworld is recorded at the United States Patent and Trademark Office (“PTO”) at
24 Reel/Frame 50223/6419 and 50436/8189.

25 70. Flexiworld has standing to sue for infringement of the '066 Patent.

26 **The '791 Patent**

27 71. The '791 Patent, entitled, “Wireless Printing Devices That Provide
28 Printing Services Over A Network Without A Need for A Client Device of the

1 Printing Device to Use, at the Client Device, A Printer Specific Printer Driver,” duly
2 and legally issued on September 1, 2020, from U.S. Patent Application No.
3 15/726,899, filed on October 6, 2017, naming William Ho Chang and Christina Ying
4 Liu as the inventors. A true and correct copy of the ’791 Patent is attached hereto as
5 **Exhibit 11** and is incorporated by reference.

6 72. The ’791 Patent claims patent-eligible subject matter under 35 U.S.C. §
7 101.

8 73. Flexiworld is the owner and assignee of all rights, title, and interest in
9 and under the ’791 Patent.

10 74. An assignment of the ’791 Patent from inventors Chang and Liu to
11 Flexiworld is recorded at the PTO at Reel/Frame 043806/0709.

12 75. Flexiworld has standing to sue for infringement of the ’791 Patent.

13 **The ’871 Patent**

14 76. The ’871 Patent, entitled “Wireless Output Devices For Wireless
15 Controllers For Establishing Wireless Connectivity And For Receiving Digital
16 Content,” duly and legally issued on September 8, 2020, from U.S. Patent
17 Application No. 16/051,371, filed on July 31, 2018, naming William Ho Chang and
18 Christina Ying Liu as the inventors. A true and correct copy of the ’871 Patent is
19 attached hereto as **Exhibit 12** and is incorporated by reference.

20 77. The ’871 Patent claims patent-eligible subject matter under 35 U.S.C. §
21 101.

22 78. Flexiworld is the owner and assignee of all rights, title, and interest in
23 and under the ’871 Patent.

24 79. An assignment of the ’871 Patent from inventors Chang and Liu to
25 Flexiworld is recorded at the United States Patent and Trademark Office (“PTO”) at
26 Reel/Frame 046519/0534.

27 80. Flexiworld has standing to sue for infringement of the ’871 Patent.

28 **The ’031 Patent**

1 81. The '031 Patent, entitled "Software Application For A Mobile Device
2 To Wirelessly Manage or Wirelessly Setup an Output System or Output Device For
3 Service," duly and legally issued on November 24, 2020, from U.S. Patent
4 Application No. 15/594,440, filed on May 12, 2017, naming William Ho Chang and
5 Christina Ying Liu as the inventors. A true and correct copy of the '031 Patent is
6 attached hereto as **Exhibit 13** and is incorporated by reference.

7 82. The '031 Patent claims patent-eligible subject matter under 35 U.S.C. §
8 101.

9 83. Flexiworld is the owner and assignee of all rights, title, and interest in
10 and under the '031 Patent.

11 84. An assignment of the '031 Patent from inventors Chang and Liu to
12 Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at
13 Reel/Frame 042385/0202.

14 85. Flexiworld has standing to sue for infringement of the '031 Patent.

15 **The '856 Patent**

16 86. The '856 Patent, entitled "Printing Devices Supporting Printing Over
17 Air or Printing Over A Wireless Network," duly and legally issued on December 22,
18 2020, from U.S. Patent Application No. 15/713,546, filed on September 22, 2017,
19 naming William Ho Chang and Christina Ying Liu as the inventors. A true and
20 correct copy of the '856 Patent is attached hereto as **Exhibit 14** and is incorporated
21 by reference.

22 87. The '856 Patent claims patent-eligible subject matter under 35 U.S.C. §
23 101.

24 88. Flexiworld is the owner and assignee of all rights, title, and interest in
25 and under the '856 Patent.

26 89. An assignment of the '856 Patent from inventors Chang and Liu to
27 Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at
28 Reel/Frame 043675/0454.

1 90. Flexiworld has standing to sue for infringement of the '853 Patent.

2 91. Epson has not obtained a license to any of the Patents-in-Suit.

3 92. Epson does not have Flexiworld's permission to make, use, sell, offer to
4 sell, or import products or practice methods that are covered by one or more claims
5 of any of the Patents-in-Suit.

6 93. Epson needs to obtain a license to the Patents-in-Suit and cease its
7 ongoing infringement of Flexiworld's patent rights.

8 **GENERAL ALLEGATIONS**

9 94. Epson makes, uses, sells, offers to sell, and/or imports into the United
10 States products as claimed in each of the Patents-in-Suit.

11 95. Epson makes, uses, sells, offers to sell, and/or imports into the United
12 States wireless printers that infringe at least one claim of one or more of the Patents-
13 in-Suit, including but not limited to Epson's Expression, WorkForce, and EcoTank
14 wireless printers ("**the Accused Wireless Printers**").

15 96. Epson makes, uses, sells, offers to sell, and/or imports into the United
16 States a computer readable medium, with at least part of a software program recorded
17 therein, that infringes at least one claim of one or more of the Patents-in-Suit,
18 including but not limited to computer readable recording mediums with Epson's
19 iPrint App recorded therein ("**the Accused Epson Apps**").

20 97. Epson has infringed and continues to infringe (literally and/or under the
21 doctrine of equivalents), directly, indirectly, and/or through subsidiaries, agents,
22 representatives, or intermediaries, one or more claims of each of the Patents-in-Suit
23 by making, using, importing, testing, supplying, causing to be supplied, selling,
24 and/or offering for sale in the United States the Accused Wireless Printers and/or the
25 Accused Epson Apps (collectively "**the Accused Products**").

26 98. Epson's customers have directly infringed and continue to directly
27 infringe the Patents-in-Suit by using the Accused Products. Through its product
28 manuals, website, and/or sales and marketing activities, Epson solicits, instructs,

1 encourages, and aids and abets its customers to purchase and use the Accused
2 Products in an infringing way.

3 99. Epson has knowledge of the Patents-in-Suit at least as of service of this
4 lawsuit.

5 100. Epson's ongoing actions are with specific intent to cause infringement
6 of one or more claims of each of the Patents-in-Suit.

7 101. Further discovery may reveal earlier knowledge of one or more of the
8 Patents-in-Suit, which would provide additional evidence of Epson's specific intent
9 and/or willful blindness with respect to infringement.

10 102. Flexiworld has been and continues to be damaged as a result of Epson's
11 infringing conduct. Epson is therefore liable to Flexiworld in an amount that
12 adequately compensates Flexiworld for Epson's infringement, which, by law, cannot
13 be less than a reasonable royalty, together with interest and costs as fixed by this
14 Court under 35 U.S.C. § 284.

15 103. Epson markets and sells other products that are not covered by the
16 claims of the Patents-in-Suit but that are sold with or in conjunction with the Accused
17 Products (e.g., printer ink). Accordingly, Flexiworld is entitled to collect damages
18 from Epson for convoyed sales of certain non-patented items.

19 104. Epson failed to obtain permission from Flexiworld to make, use, sell,
20 offer to sell, or import products incorporating the inventions claimed in the Patents-
21 in-Suit including, but not limited to, the Accused Products.

22 105. Attached hereto are **Exhibits 15-28**, and incorporated herein by
23 reference, are representative claim charts detailing how the exemplar Accused
24 Products have, and continue to, infringe the Patents-in-Suit.

25 106. For each count of infringement listed below, Flexiworld incorporates
26 and re-states the allegations contained in the preceding paragraphs above, including
27 these General Allegations, as if fully set forth in each count of infringement.

28 **COUNT I – INFRINGEMENT OF THE '402 PATENT**

1 107. Flexiworld incorporates herein the allegations made in paragraphs 1
2 through 106.

3 108. Epson has and continues to directly infringe one or more claims of the
4 '402 Patent, including, for example, claim 13, in violation of 35 U.S.C. § 271(a) by
5 making, using, selling, offering for sale, and/or importing into the United States
6 infringing products including, but not limited to, the Accused Epson Apps.

7 109. An exemplary claim chart demonstrating Epson's infringement of the
8 '402 Patent, as well as Epson's customers' infringement of the '402 Patent, which is
9 induced and contributed to by Epson, is attached as **Exhibit 15** and incorporated
10 herein by reference.

11 110. Additionally, on information and belief, Epson is indirectly infringing
12 the '402 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to
13 purchase and/or download the Accused Epson Apps and/or by instructing customers
14 how to use the Accused Epson Apps in a way that directly infringes at least claim 13
15 of the '402 Patent.

16 111. Epson has had actual knowledge of the '402 Patent since at least receipt
17 of service of this Complaint.

18 112. On information and belief, Epson's ongoing actions represent a specific
19 intent to induce infringement of at least claim 13 of the '402 Patent. For example,
20 Epson offers its customers extensive customer support and instructions that instruct
21 and encourage its customers to infringe the '402 Patent via at least their use of the
22 Accused Epson Apps. *See, e.g.,* <https://epson.com/Support/sl/s>; *see also* **Exhibit 15**
23 and materials cited therein.

24 113. Additionally, on information and belief, Epson is indirectly infringing
25 the '402 Patent in violation of 35 U.S.C. § 271(c) by contributing to the direct
26 infringement of Epson's customers, including at least claim 13 of the '402 Patent.
27 Since at least when it learned of the '402 Patent, Epson has known, or should have
28

1 known, that the intended use of its Accused Epson Apps by an end user is both
2 patented and infringing.

3 114. The Accused Epson Apps are not staple articles or commodities of
4 commerce suitable for substantial noninfringing use. Rather, the Accused Epson
5 Apps are especially made and/or adapted for use in infringing the '402 Patent.
6 Further, the Accused Epson Apps are a material part of the inventions claimed in the
7 '402 Patent. *See Exhibit 15* and materials cited therein.

8 115. As a result of Epson's infringement of the '402 Patent, Flexiworld has
9 suffered and is owed monetary damages adequate to compensate it for the
10 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

11 **COUNT II – INFRINGEMENT OF THE '000 PATENT**

12 116. Flexiworld incorporates herein the allegations made in paragraphs 1
13 through 106.

14 117. Epson has and continues to directly infringe one or more claims of the
15 '000 Patent, including, for example, claim 1, in violation of 35 U.S.C. § 271(a) by
16 making, using, selling, offering for sale, and/or importing into the United States
17 infringing products including, but not limited to, the Accused Epson Apps.

18 118. An exemplary claim chart demonstrating Epson's infringement of the
19 '000 Patent, as well as Epson's customers' infringement of the '000 Patent, which is
20 induced and contributed to by Epson, is attached as **Exhibit 16** and incorporated
21 herein by reference.

22 119. Additionally, on information and belief, Epson is indirectly infringing
23 the '000 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to
24 purchase and/or download the Accused Epson Apps and/or by instructing customers
25 how to use the Accused Epson Apps in a way that directly infringes at least claim 1
26 of the '000 Patent.

27 120. Epson has had actual knowledge of the '000 Patent since at least receipt
28 of service of this Complaint.

1 121. On information and belief, Epson's ongoing actions represent a specific
2 intent to induce infringement of at least claim 1 of the '000 Patent. For example,
3 Epson offers its customers extensive customer support and instructions that instruct
4 and encourage its customers to infringe the '000 Patent via at least their use of the
5 Accused Epson Apps. *See, e.g.,* <https://epson.com/Support/sl/s>; *see also* **Exhibit 16**
6 and materials cited therein.

7 122. Additionally, on information and belief, Epson is indirectly infringing
8 the '000 Patent in violation of 35 U.S.C. § 271(c) by contributing to the direct
9 infringement of Epson's customers, including at least claim 1 of the '000 Patent.
10 Since at least when it learned of the '000 Patent, Epson has known, or should have
11 known, that the intended use of its Accused Epson Apps by an end user is both
12 patented and infringing.

13 123. The Accused Epson Apps are not staple articles or commodities of
14 commerce suitable for substantial noninfringing use. Rather, the Accused Epson
15 Apps are especially made and/or adapted for use in infringing the '000 Patent.
16 Further, the Accused Epson Apps are a material part of the inventions claimed in the
17 '000 Patent. *See* **Exhibit 16** and materials cited therein.

18 124. As a result of Epson's infringement of the '000 Patent, Flexiworld has
19 suffered and is owed monetary damages adequate to compensate it for the
20 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

21 **COUNT III – INFRINGEMENT OF THE '181 PATENT**

22 125. Flexiworld incorporates herein the allegations made in paragraphs 1
23 through 106.

24 126. Epson has and continues to directly infringe one or more claims of the
25 '181 Patent, including, for example, claim 1, in violation of 35 U.S.C. § 271(a) by
26 making, using, selling, offering for sale, and/or importing into the United States
27 infringing products including, but not limited to, the Accused Wireless Printers.
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1 127. An exemplary claim chart demonstrating Epson's infringement of the
2 '181 Patent, as well as Epson's customers' infringement of the '181 Patent, which is
3 induced by Epson, is attached as **Exhibit 17** and incorporated herein by reference.

4 128. Additionally, on information and belief, Epson is indirectly infringing
5 the '181 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to
6 purchase the Accused Wireless Printers and/or by instructing customers how to use
7 the Accused Wireless Printers in a way that directly infringes at least claim 1 of the
8 '181 Patent.

9 129. Epson has had actual knowledge of the '181 Patent since at least receipt
10 of service of this Complaint.

11 130. On information and belief, Epson's ongoing actions represent a specific
12 intent to induce infringement of at least claim 1 of the '181 Patent. For example,
13 Epson offers its customers extensive customer support and instructions that instruct
14 and encourage its customers to infringe the '181 Patent via at least their use of the
15 Accused Wireless Printers. *See, e.g.,* <https://epson.com/Support/sl/s>; *see also* **Exhibit**
16 **17** and materials cited therein.

17 131. As a result of Epson's infringement of the '181 Patent, Flexiworld has
18 suffered and is owed monetary damages adequate to compensate it for the
19 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

20 **COUNT IV – INFRINGEMENT OF THE '178 PATENT**

21 132. Flexiworld incorporates herein the allegations made in paragraphs 1
22 through 106.

23 133. Epson has and continues to directly infringe one or more claims of the
24 '178 Patent, including, for example, claim 7, in violation of 35 U.S.C. § 271(a) by
25 making, using, selling, offering for sale, and/or importing into the United States
26 infringing products including, but not limited to, the Accused Wireless Printers.

1 134. An exemplary claim chart demonstrating Epson's infringement of the
2 '178 Patent, as well as Epson's customers' infringement of the '178 Patent, which is
3 induced by Epson, is attached as **Exhibit 18** and incorporated herein by reference.

4 135. Additionally, on information and belief, Epson is indirectly infringing
5 the '178 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to
6 purchase the Accused Wireless Printers and/or by instructing customers how to use
7 the Accused Wireless Printers in a way that directly infringes at least claim 7 of the
8 '178 Patent.

9 136. Epson has had actual knowledge of the '178 Patent since at least receipt
10 of service of this Complaint.

11 137. On information and belief, Epson's ongoing actions represent a specific
12 intent to induce infringement of at least claim 7 of the '178 Patent. For example,
13 Epson offers its customers extensive customer support and instructions that instruct
14 and encourage its customers to infringe the '178 Patent via at least their use of the
15 Accused Wireless Printers. *See, e.g.,* <https://epson.com/Support/sl/s>; *see also*
16 **Exhibit 18** and materials cited therein.

17 138. As a result of Epson's infringement of the '178 Patent, Flexiworld has
18 suffered and is owed monetary damages adequate to compensate it for the
19 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

20 **COUNT V – INFRINGEMENT OF THE '071 PATENT**

21 139. Flexiworld incorporates herein the allegations made in paragraphs 1
22 through 106.

23 140. Epson has and continues to directly infringe one or more claims of the
24 '071 Patent, including, for example, claim 1, in violation of 35 U.S.C. § 271(a) by
25 making, using, selling, offering for sale, and/or importing into the United States
26 infringing products including, but not limited to, the Accused Wireless Printers.

1 141. An exemplary claim chart demonstrating Epson's infringement of the
2 '071 Patent, as well as Epson's customers' infringement of the '071 Patent, which is
3 induced by Epson, is attached as **Exhibit 19** and incorporated herein by reference.

4 142. Additionally, on information and belief, Epson is indirectly infringing
5 the '071 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to
6 purchase the Accused Wireless Printers and/or by instructing customers how to use
7 the Accused Wireless Printers in a way that directly infringes at least claim 1 of the
8 '071 Patent.

9 143. Epson has had actual knowledge of the '071 Patent since at least receipt
10 of service of this Complaint.

11 144. On information and belief, Epson's ongoing actions represent a specific
12 intent to induce infringement of at least claim 1 of the '071 Patent. For example,
13 Epson offers its customers extensive customer support and instructions that instruct
14 and encourage its customers to infringe the '071 Patent via at least their use of the
15 Accused Wireless Printers. *See, e.g.,* <https://epson.com/Support/sl/s>; *see also*
16 **Exhibit 19** and materials cited therein.

17 145. As a result of Epson's infringement of the '071 Patent, Flexiworld has
18 suffered and is owed monetary damages adequate to compensate it for the
19 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

20 **COUNT VI – INFRINGEMENT OF THE '073 PATENT**

21 146. Flexiworld incorporates herein the allegations made in paragraphs 1
22 through 106.

23 147. Epson has and continues to directly infringe one or more claims of the
24 '073 Patent, including, for example, claim 8, in violation of 35 U.S.C. § 271(a) by
25 making, using, selling, offering for sale, and/or importing into the United States
26 infringing products including, but not limited to, the Accused Wireless Printers.

1 148. An exemplary claim chart demonstrating Epson's infringement of the
2 '073 Patent, as well as Epson's customers' infringement of the '073 Patent, which is
3 induced by Epson, is attached as **Exhibit 20** and incorporated herein by reference.

4 149. Additionally, on information and belief, Epson is indirectly infringing
5 the '073 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to
6 purchase the Accused Wireless Printers and/or by instructing customers how to use
7 the Accused Wireless Printers in a way that directly infringes at least claim 8 of the
8 '073 Patent.

9 150. Epson has had actual knowledge of the '073 Patent since at least receipt
10 of service of this Complaint.

11 151. On information and belief, Epson's ongoing actions represent a specific
12 intent to induce infringement of at least claim 8 of the '073 Patent. For example,
13 Epson offers its customers extensive customer support and instructions that instruct
14 and encourage its customers to infringe the '073 Patent via at least their use of the
15 Accused Wireless Printers. *See, e.g.,* <https://epson.com/Support/sl/s>; *see also*
16 **Exhibit 20** and materials cited therein.

17 152. As a result of Epson's infringement of the '073 Patent, Flexiworld has
18 suffered and is owed monetary damages adequate to compensate it for the
19 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

20 **COUNT VII – INFRINGEMENT OF THE '846 PATENT**

21 153. Flexiworld incorporates herein the allegations made in paragraphs 1
22 through 106.

23 154. Epson has and continues to directly infringe one or more claims of the
24 '846 Patent, including, for example, claim 1, in violation of 35 U.S.C. § 271(a) by
25 making, using, selling, offering for sale, and/or importing into the United States
26 infringing products including, but not limited to, the Accused Epson Apps, including
27 non-transitory computer readable storage mediums with the Accused Epson Apps.
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1 155. An exemplary claim chart demonstrating Epson’s infringement of the
2 ’846 Patent, as well as Epson’s customers’ infringement of the ’846 Patent, which is
3 induced and contributed to by Epson, is attached as **Exhibit 21** and incorporated
4 herein by reference.

5 156. Additionally, on information and belief, Epson is indirectly infringing
6 the ’846 Patent in violation of 35 U.S.C. § 271(b) by inducing customers to purchase
7 and/or download the Accused Epson Apps and/or by instructing customers how to
8 use the Accused Epson Apps in a way that directly infringes at least claim 1 of the
9 ’846 Patent.

10 157. Epson has had actual knowledge of the ’846 Patent since at least receipt
11 of service of this Complaint.

12 158. On information and belief, Epson’s ongoing actions represent a specific
13 intent to induce infringement of at least claim 1 of the ’846 Patent. For example,
14 Epson offers its customers extensive customer support and instructions, including an
15 instructional video and brochures, that instruct and encourage its customers to
16 infringe the ’846 Patent via at least their use of the Accused Epson Apps. *See, e.g.,*
17 <https://epson.com/Support/sl/s>; *see also* **Exhibit 21** and materials cited therein.

18 159. Additionally, on information and belief, Epson is indirectly infringing
19 the ’846 Patent in violation of 35 U.S.C. § 271(c) by contributing to the direct
20 infringement of Epson’s customers. Since at least when it learned of the ’846 patent,
21 Epson has known, or should have known, that the intended use of its Accused Epson
22 Apps by an end user is both patented and infringing.

23 160. The Accused Epson Apps are not staple articles or commodities of
24 commerce suitable for substantial non infringing use. Rather, the Accused Epson
25 Apps are especially made and/or adapted for use in infringing the ’846 Patent.
26 Further, the Accused Epson Apps are a material part of the inventions claimed in
27 claim 1 of the ’846 Patent. *See* **Exhibit 21** and materials cited therein.

1 161. As a result of Epson’s infringement of the ’846 Patent, Flexiworld has
2 suffered and is owed monetary damages adequate to compensate it for the
3 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

4 **COUNT VIII – INFRINGEMENT OF THE ’847 PATENT**

5 162. Flexiworld incorporates herein the allegations made in paragraphs 1
6 through 106.

7 163. Epson has and continues to directly infringe one or more claims of the
8 ’847 Patent, including, for example, claim 1, in violation of 35 U.S.C. § 271(a) by
9 making, using, selling, offering for sale, and/or importing into the United States
10 infringing products including, but not limited to, the Accused Epson Apps, including
11 non-transitory computer readable storage mediums with the Accused Epson Apps.

12 164. An exemplary claim chart demonstrating Epson’s infringement of the
13 ’847 Patent, as well as Epson’s customers’ infringement of the ’847 Patent, which is
14 induced and contributed to by Epson, is attached as **Exhibit 22** and incorporated
15 herein by reference.

16 165. Additionally, on information and belief, Epson is indirectly infringing
17 the ’847 Patent in violation of 35 U.S.C. § 271(b) by inducing customers to purchase
18 and/or download the Accused Epson Apps and/or by instructing customers how to
19 use the Accused Epson Apps in a way that directly infringes at least claim 1 of the
20 ’847 Patent.

21 166. Epson has had actual knowledge of the ’847 Patent since at least receipt
22 of service of this Complaint.

23 167. On information and belief, Epson’s ongoing actions represent a specific
24 intent to induce infringement of at least claim 1 of the ’847 Patent. For example,
25 Epson offers its customers extensive customer support and instructions, including an
26 instructional video and brochures, that instruct and encourage its customers to
27 infringe the ’847 Patent via at least their use of the Accused Epson Apps. *See, e.g.,*
28 <https://epson.com/Support/sl/s>; *see also* **Exhibit 22** and materials cited therein.

1 168. Additionally, on information and belief, Epson is indirectly infringing
2 the '847 Patent in violation of 35 U.S.C. § 271(c) by contributing to the direct
3 infringement of Epson's customers. Since at least when it learned of the '847 patent,
4 Epson has known, or should have known, that the intended use of its Accused Epson
5 Apps by an end user is both patented and infringing.

6 169. The Accused Epson Apps are not staple articles or commodities of
7 commerce suitable for substantial non infringing use. Rather, the Accused Epson
8 Apps are especially made and/or adapted for use in infringing the '847 Patent.
9 Further, the Accused Epson Apps are a material part of the inventions claimed in
10 claim 1 of the '847 Patent. *See Exhibit 22* and materials cited therein.

11 170. As a result of Epson's infringement of the '847 Patent, Flexiworld has
12 suffered and is owed monetary damages adequate to compensate it for the
13 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

14 **COUNT IX – INFRINGEMENT OF THE '576 PATENT**

15 171. Flexiworld incorporates herein the allegations made in paragraphs 1
16 through 106.

17 172. Epson has and continues to directly infringe one or more claims of the
18 '576 Patent, including, for example, claim 15 in violation of 35 U.S.C. § 271(a) by
19 making, using, selling, offering for sale, and/or importing into the United States
20 infringing products including, but not limited to, the Accused Epson Apps.

21 173. An exemplary claim chart demonstrating Epson's infringement of the
22 '576 Patent, as well as Epson's customers' infringement of the '576 Patent, which is
23 induced and contributed to by Epson, is attached as **Exhibit 23** and incorporated
24 herein by reference.

25 174. Additionally, on information and belief, Epson is indirectly infringing
26 the '576 Patent in violation of 35 U.S.C. § 271(b) by inducing customers to purchase
27 and/or download the Accused Epson Apps and/or by instructing customers how to
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1 use the Accused Epson Apps in a way that directly infringes at least claim 15 of the
2 '576 Patent.

3 175. Epson has had actual knowledge of the '576 Patent since at least receipt
4 of service of this Complaint.

5 176. On information and belief, Epson's ongoing actions represent a specific
6 intent to induce infringement of at least claim 15 of the '576 Patent. For example,
7 Epson offers its customers extensive customer support and instructions, including an
8 instructional video and brochures, that instruct and encourage its customers to
9 infringe the '576 Patent via at least their use of the Accused Epson Apps. *See, e.g.,*
10 <https://epson.com/Support/sl/s>; *see also* **Exhibit 23** and materials cited therein.

11 177. Additionally, on information and belief, Epson is indirectly infringing
12 the '576 Patent in violation of 35 U.S.C. § 271(c) by contributing to the direct
13 infringement of Epson's customers. Since at least when it learned of the '576 patent,
14 Epson has known, or should have known, that the intended use of its Accused Epson
15 Apps by an end user is both patented and infringing.

16 178. The Accused Epson Apps are not staple articles or commodities of
17 commerce suitable for substantial non infringing use. Rather, the Accused Epson
18 Apps are especially made and/or adapted for use in infringing the '576 Patent.
19 Further, the Accused Epson Apps are a material part of the inventions claimed in
20 claim 15 of the '576 Patent. *See* **Exhibit 23** and materials cited therein.

21 179. As a result of Epson's infringement of the '576 Patent, Flexiworld has
22 suffered and is owed monetary damages adequate to compensate it for the
23 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

24 **COUNT X – INFRINGEMENT OF THE '066 PATENT**

25 180. Flexiworld incorporates herein the allegations made in paragraphs 1
26 through 106.

27 181. Epson has and continues to directly infringe one or more claims of the
28 '066 Patent, including, for example, claim 7, in violation of 35 U.S.C. § 271(a) by

1 making, using, selling, offering for sale, and/or importing into the United States
2 infringing products including, but not limited to, the Accused Wireless Printers.

3 182. An exemplary claim chart demonstrating Epson's infringement of the
4 '066 Patent, as well as Epson's customers' infringement of the '066 Patent, which is
5 induced by Epson, is attached as **Exhibit 24** and incorporated herein by reference.

6 183. Additionally, on information and belief, Epson is indirectly infringing
7 the '066 Patent in violation of 35 U.S.C. § 271(b) by inducing customers to purchase
8 the Accused Wireless Printers and/or by instructing customers how to use the
9 Accused Wireless Printers in a way that directly infringes at least claim 7 of the '066
10 Patent.

11 184. Epson has had actual knowledge of the '066 Patent since at least receipt
12 of service of this Complaint.

13 185. On information and belief, Epson's ongoing actions represent a specific
14 intent to induce infringement of at least claim 7 of the '066 Patent. For example,
15 Epson offers its customers extensive customer support and instructions, including an
16 instructional video and brochures, that instruct and encourage its customers to
17 infringe the '066 Patent via at least their use of the Accused Wireless Printers. *See,*
18 *e.g.,* <https://epson.com/Support/sl/s>; *see also* **Exhibit 24** and materials cited therein.

19 186. As a result of Epson's infringement of the '066 Patent, Flexiworld has
20 suffered and is owed monetary damages adequate to compensate it for the
21 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

22 **COUNT XI – INFRINGEMENT OF THE '791 PATENT**

23 187. Flexiworld incorporates herein the allegations made in paragraphs 1
24 through 106.

25 188. Epson has and continues to directly infringe one or more claims of the
26 '791 Patent, including, for example, claim 1, in violation of 35 U.S.C. § 271(a) by
27 making, using, selling, offering for sale, and/or importing into the United States
28 infringing products including, but not limited to, the Accused Wireless Printers.

1 189. An exemplary claim chart demonstrating Epson's infringement of the
2 '791 Patent, as well as Epson's customers' infringement of the '791 Patent, which is
3 induced by Epson, is attached as **Exhibit 25** and incorporated herein by reference.

4 190. Additionally, on information and belief, Epson is indirectly infringing
5 the '791 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to
6 purchase the Accused Wireless Printers and/or by instructing customers how to use
7 the Accused Wireless Printers in a way that directly infringes at least claim 1 of the
8 '791 Patent.

9 191. Epson has had actual knowledge of the '791 Patent since at least receipt
10 of service of this Complaint.

11 192. On information and belief, Epson's ongoing actions represent a specific
12 intent to induce infringement of at least claim 1 of the '791 Patent. For example,
13 Epson offers its customers extensive customer support and instructions that instruct
14 and encourage its customers to infringe the '791 Patent via at least their use of the
15 Accused Wireless Printers. *See, e.g.,* <https://epson.com/Support/sl/s>; *see also*
16 **Exhibit 25** and materials cited therein.

17 193. As a result of Epson's infringement of the '791 Patent, Flexiworld has
18 suffered and is owed monetary damages adequate to compensate it for the
19 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

20 **COUNT XII – INFRINGEMENT OF THE '871 PATENT**

21 194. Flexiworld incorporates herein the allegations made in paragraphs 1
22 through 106.

23 195. Epson has and continues to directly infringe one or more claims of the
24 '871 Patent, including, for example, claim 1, in violation of 35 U.S.C. § 271(a) by
25 making, using, selling, offering for sale, and/or importing into the United States
26 infringing products including, but not limited to, the Accused Wireless Printers.

1 196. An exemplary claim chart demonstrating Epson's infringement of the
2 '871 Patent, as well as Epson's customers' infringement of the '871 Patent, which is
3 induced by Epson, is attached as **Exhibit 26** and incorporated herein by reference.

4 197. Additionally, on information and belief, Epson is indirectly infringing
5 the '871 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to
6 purchase the Accused Wireless Printers and/or by instructing customers how to use
7 the Accused Wireless Printers in a way that directly infringes at least claim 1 of the
8 '871 Patent.

9 198. Epson has had actual knowledge of the '871 Patent since at least receipt
10 of service of this Complaint.

11 199. On information and belief, Epson's ongoing actions represent a specific
12 intent to induce infringement of at least claim 1 of the '871 Patent. For example,
13 Epson offers its customers extensive customer support and instructions that instruct
14 and encourage its customers to infringe the '871 Patent via at least their use of the
15 Accused Wireless Printers. *See, e.g.,* <https://epson.com/Support/sl/s>; *see also*
16 **Exhibit 26** and materials cited therein.

17 200. As a result of Epson's infringement of the '871 Patent, Flexiworld has
18 suffered and is owed monetary damages adequate to compensate it for the
19 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

20 **COUNT XIII – INFRINGEMENT OF THE '031 PATENT**

21 201. Flexiworld incorporates herein the allegations made in paragraphs 1
22 through 106.

23 202. Epson has and continues to directly infringe one or more claims of the
24 '031 Patent, including, for example, claim 14 in violation of 35 U.S.C. § 271(a) by
25 making, using, selling, offering for sale, and/or importing into the United States
26 infringing products including, but not limited to, the Accused Epson App.

27 203. An exemplary claim chart demonstrating Epson's infringement of the
28 '031 Patent, as well as Epson's customers' infringement of the '031 Patent, which is

1 induced and contributed to by Epson, is attached as **Exhibit 27** and incorporated
2 herein by reference.

3 204. Additionally, on information and belief, Epson is indirectly infringing
4 the '031 Patent in violation of 35 U.S.C. § 271(b) by inducing customers to purchase
5 and/or download the Accused Epson Apps and/or by instructing customers how to
6 use the Accused Epson Apps in a way that directly infringes at least claim 14 of the
7 '031 Patent.

8 205. Epson has had actual knowledge of the '031 Patent since at least receipt
9 of service of this Complaint.

10 206. On information and belief, Epson's ongoing actions represent a specific
11 intent to induce infringement of at least claim 14 of the '031 Patent. For example,
12 Epson offers its customers extensive customer support and instructions, including an
13 instructional video and brochures, that instruct and encourage its customers to
14 infringe the '031 Patent via at least their use of the Accused Epson Apps. *See, e.g.,*
15 <https://epson.com/Support/sl/s>; *see also* **Exhibit 27** and materials cited therein.

16 207. Additionally, on information and belief, Epson is indirectly infringing
17 the '031 Patent in violation of 35 U.S.C. § 271(c) by contributing to the direct
18 infringement of Epson's customers. Since at least when it learned of the '031 patent,
19 Epson has known, or should have known, that the intended use of its Accused Epson
20 Apps by an end user is both patented and infringing.

21 208. The Accused Epson Apps are not staple articles or commodities of
22 commerce suitable for substantial non infringing use. Rather, the Accused Epson
23 Apps are especially made and/or adapted for use in infringing the '031 Patent.
24 Further, the Accused Epson Apps are a material part of the inventions claimed in
25 claim 14 of the '031 Patent. *See* **Exhibit 27** and materials cited therein.

26 209. As a result of Epson's infringement of the '031 Patent, Flexiworld has
27 suffered and is owed monetary damages adequate to compensate it for the
28 infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

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DEMAND FOR A JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Flexiworld demands a trial by jury on all issues triable of right by a jury.

PRAYER FOR RELIEF

WHEREFORE, Flexiworld respectfully requests that this Court enter judgment in its favor and grant the following relief:

- a. A judgment that Epson has directly and/or indirectly infringed one or more claims of each of the Patents-in-Suit;
- b. A judgment and order requiring Epson to pay Flexiworld past and future damages under 35 U.S.C. § 284, including for supplemental damages arising from any continuing post-verdict infringement for the time between trial and entry of the final judgment with an accounting, as needed, as provided by 35 U.S.C. § 284;
- c. A judgment and order requiring Epson to pay Flexiworld reasonable ongoing royalties on a going-forward basis after final judgment;
- d. A judgment and order requiring Epson to pay Flexiworld pre-judgment and post-judgment interest on the damages award;
- e. A judgment and order requiring Epson to pay Flexiworld’s costs; and
- f. Such other and further relief as the Court may deem just and proper.

DATED: APRIL 29, 2021

FERNALD LAW GROUP

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