

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

PANTHER INNOVATIONS, LLC

Plaintiff,

v.

LG ELECTRONICS, INC.; LG  
DISPLAY CO. LTD; LG  
ELECTRONICS U.S.A., INC.; LG  
ELECTRONICS ALABAMA, INC.

Defendants.

CIVIL ACTION NO. 2:21-cv-00232

**JURY TRIAL REQUESTED**

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Panther Innovations, LLC (“Panther” or “Plaintiff”) files this Complaint for Patent Infringement against Defendants LG Electronics, Inc. (“LG Korea”), LG Display Co. Ltd. (“LG Display”), LG Electronics U.S.A., Inc. (“LG USA”) and LG Electronics Alabama, Inc. (“LG Alabama”) and states as follows:

**THE PARTIES**

1. Panther is a Texas limited liability company with a principal place of business at 2325 Oak Alley, Tyler, Texas 75703.
2. Defendant LG Korea is a Korean corporation with a principal place of business located at 128, Yeoui-daero., Yeongdeungpo-gu, Seoul, Korea.

3. Defendant LG Display is a Korean corporation with a principal place of business located at 128, Yeoui-daero., Yeongdeungpo-gu, Seoul, Korea.

4. Defendant LG USA is a wholly-owned subsidiary of LG Korea with a principal place of business at 1000 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. LG USA has a regular and established place of business in the Eastern District of Texas at 2151-2155 Eagle Parkway, Fort Worth, Texas 76177. LG USA is registered to do business in the state of Texas and may be served with process at its registered agent for process at the United States Corporation Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

5. Defendant LG Alabama, upon information and belief, is a wholly-owned subsidiary of LG USA and is a corporation organized under the laws of the state of Alabama with a principal place of business at 201 James Record Road, Huntsville, Alabama, 35824. LG Alabama has a regular and established place of business in the Eastern District of Texas at least at 2151-2155 Eagle Parkway, Fort Worth, Texas 76177, and/or 14901 Beach St., Fort Worth, Texas 76177.

### **JURISDICTION AND VENUE**

6. This Court has exclusive subject matter jurisdiction over this case pursuant to 28 U.S.C. §§ 1331 and 1338(a) on the grounds that this action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including, without limitation, 35 U.S.C. §§ 271, 281, 284, and 285.

7. LG Korea and LG Display, as foreign corporations, may be sued in any district under 28 U.S.C. § 1391(c)(3). The Supreme Court’s “decision in *TC Heartland* does not alter” the rule that alien defendants are exempt from the patent venue statute. *See In re HTC Corp.*, 889 F.3d 1349, 1357 (Fed. Cir. 2018).

8. LG USA and LG Alabama both have regular and established places of business located in the Eastern District of Texas.

9. LG has placed infringing products, like its smart televisions, into the stream of commerce knowing or understanding that such products would be used in the United States, including in the Eastern District of Texas.

10. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391 1400(b) on the grounds that Defendants have committed acts of infringement in the district and have regular and established places of business in the district.

### **THE '811 PATENT**

11. Panther is the owner by assignment of all right, title, and interest in and to United States Patent Number 9,712,811 (the “’811 Patent”), titled “Viewing of Different Full-Screen Television Content by Different Viewers at the Same Time Using Configured Glasses and a Related Display,” including the right to sue for all past, present, and future infringement.

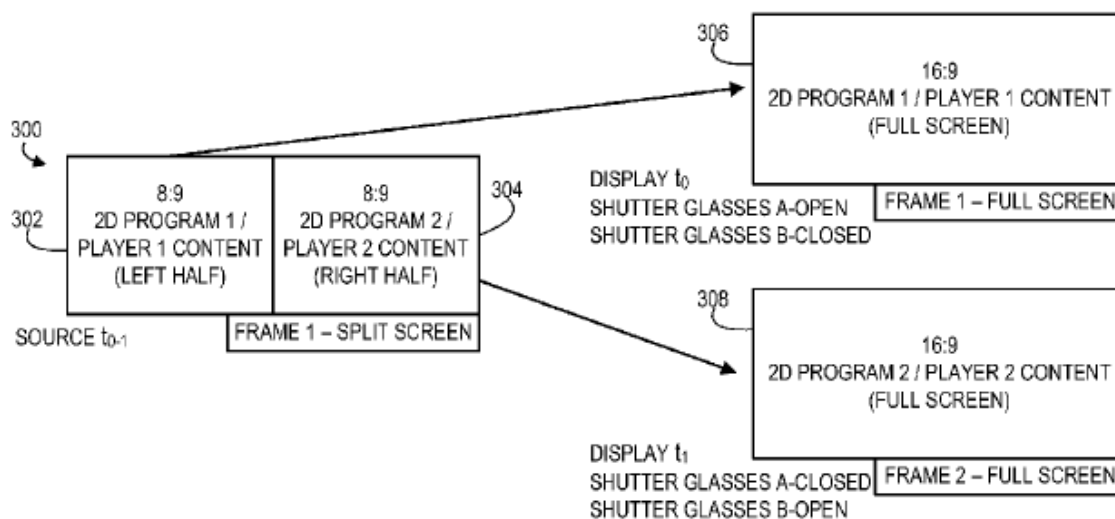
12. Exhibit A is a true and correct copy of the ’811 Patent.

13. The '811 Patent issued from application no. 12/983,223 filed on December 31, 2010.

14. The Patent Office issued the '811 Patent on July 18, 2017, after a full and fair examination.

15. The '811 Patent is valid and enforceable.

16. The '811 Patent describes a method for displaying full screen content on the same television at the same time by displaying the content s two full screen sequential frames that may be provided as a single combined frame. With the help of configured glasses, a user may view different content as full screen content where one pair of configured glasses views an initial one of sequential frames but blocks the subsequent one and another pair of configured glasses blocks the initial one and views the subsequent one.



17. The inventor of the '811 Patent recognized that while “[v]iewers of television content on a particular television conventionally view the same content as other viewers watching the same television at the same time” it may nevertheless “be desirable for one or more viewers to see television content that differs from the television content being seen by one or more other viewers watching the same television at the same time.” ’811 Patent 1:27-33. For example, “two users may be playing a video game on the same television at the same time where each user has a user specific view of the game content.” *Id.* at 1:37-39.

18. The '811 Patent provides a distinct advantage over the prior such as providing a full screen display for two or more users of different content on the same display as opposed to a picture-in-picture approach or a split screen presentation.

19. The '811 Patent describes and claims a specific way to allow multiple users to view different content on the same television at the same time by: (1) using a source device to produce signals in a display having one type of content in one region of a frame for one viewer and another type of content in another region for another viewer and (2) using configured glasses that are synced to the produced signals such that only the frame regions relevant for a particular user are displayed.

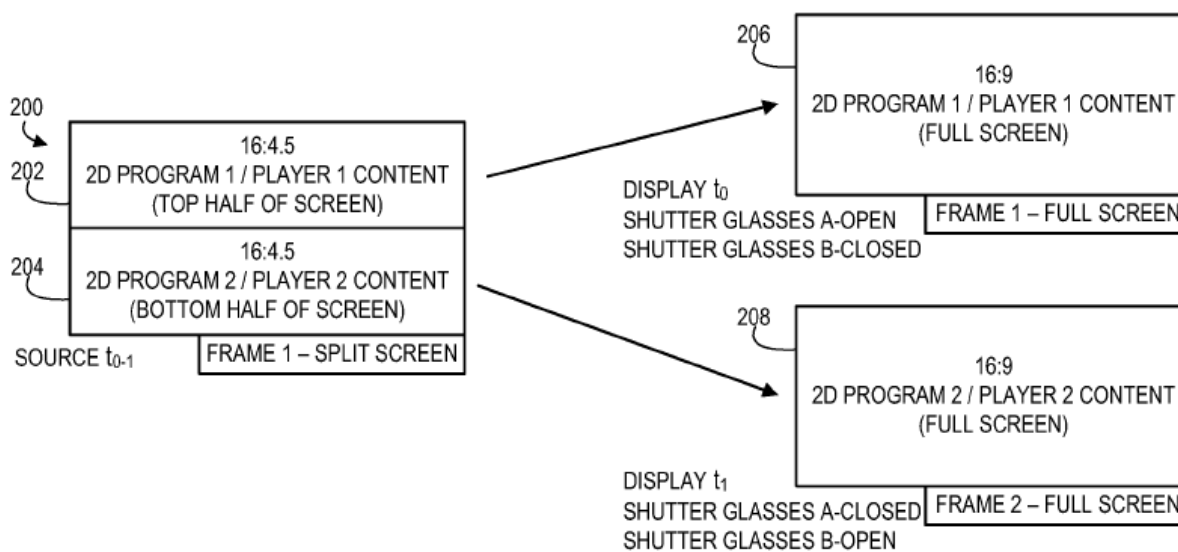


FIG. 4

20. A person of ordinary skill in the art at the time of the invention would have recognized that the steps (and combination of steps) and methods claimed in the '811 Patent were, at the time of invention, unconventional and describe a method of permitting multiple users to view different television content on the same display at the same time in a way that, at the time of the invention, was not routine.

21. A person of ordinary skill in the art at the time of the invention would have understood that, at the time of the invention, there was no conventional manner in which to view different full screen television content on the same television at the same time. A skilled artisan, at the time of the invention, would have recognized the problem that, using picture-in-picture or a split screen approach was not an ideal solution to the problem of viewing different content on the same television at the

same time because each viewer could see the other's content and the content could not be displayed full screen.

22. Claim 1 of the '811 Patent states:

What is claimed is:

1. A method of viewing different game content in a full screen on a same television, comprising:  
producing a multi-player split screen output from a game console;  
converting the multi-player split screen output to two sequential full screen frames at the television;  
viewing a first of the two sequential full screen frames using a first pair of configured glasses that blocks a second of the two sequential full screen frames; and  
viewing the second of the two sequential full screen frames using a second pair of configured glasses that blocks the first of the two sequential full screen frames.

23. A person skilled in the art at the time of the invention would have understood that the steps of “producing a multi-player split screen output from a game console” and “converting the multi-player split screen output to two sequential full screen frames at the television” was not, at the time of the invention, conventional, well-understood, nor routine.

24. A person of ordinary skill in the art at the time of the invention would have understood that the step of “viewing a first of the two sequential full screen

frames using a first pair of configured glasses that blocks a second of the two sequential full frames” was not, at the time of the invention, conventional, well-understood, nor routine.

25. A person of ordinary skill in the art at the time of the invention would have understood that the step of “viewing the second of the two sequential full screen frames using a second pair of configured glasses that blocks the first of the two sequential full screen frames” was not, at the time of the invention, conventional, well-understood, nor routine.

26. A person of ordinary skill in the art at the time of the invention would have understood that the combination of steps in claim 1 of the '811 Patent was not, at the time of the invention, conventional, well-understood, or routine.

27. A person skilled in the art at the time of the invention would have understood that the claims recite steps and structural limitations operating in an unconventional manner to achieve an improved operation of viewing television content by different viewers of the same display at the same time.

28. The novel use and arrangement of the specific combinations and steps recited in the '811 claims were not well-understood, routine, nor conventional to a person skilled in the relevant field at the time of the inventions.



**LG**

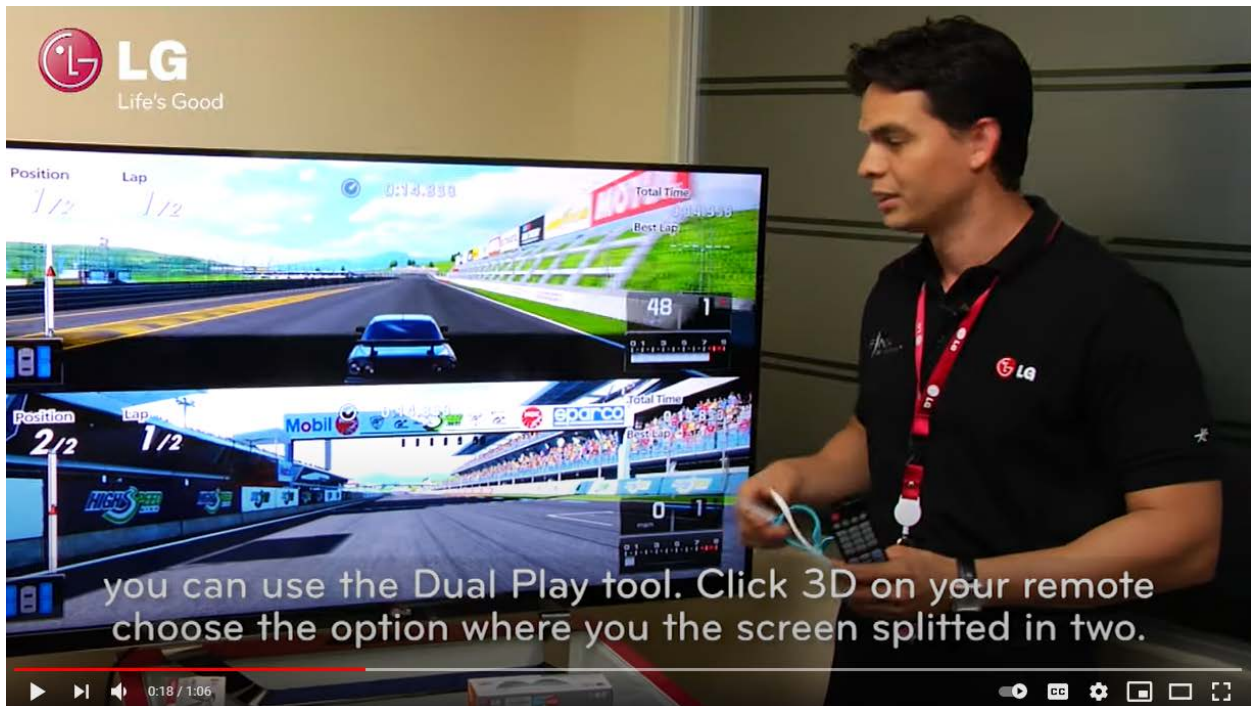
29. LG was founded in 1999 and is one of the world's largest manufacturer and supplier of thin-film transistor liquid crystal display panels, OLEDs and flexible displays.

30. LG has over 60,000 employees in countries throughout the world including in Germany, Japan, China, Singapore, and Malaysia, and the United States.

31. LG claims it is the only display company mass-producing OLED Tv panels. See <https://www.linkedin.com/company/lgdus/about/>.

32. Beginning in 2012, LG began marketing and selling television and displays and accompanying gaming glasses called the Dual Play system which allow multiplayer video games to be displayed full screen on a single television to each respective player at the same time.

33. LG publishes information about Dual Play including informational and instructional videos on YouTube from which the following screenshots were taken:







[https://www.youtube.com/watch?v=qReyY0oWJnQ&ab\\_channel=LGElectronics](https://www.youtube.com/watch?v=qReyY0oWJnQ&ab_channel=LGElectronics)

34. LG offered the Dual Play feature on various television and display models through at least 2016 including models OLED55B6P, OLED65B6P, OLED55C6P, OLED65C6P, OLED55E6P, and OLED65E6P.

35. In 2013, Jeramie J. Keys, inventor of the '811 patent, sent a letter to Seog-Won Park of Defendant LG USA, pursuant to 35 U.S.C. § 154(d), asserting direct and induced infringement of various claims of U.S. Patent Application Publication No. 2013/00128016 (“Notice Letter”).

36. Mr. Keys included a copy of U.S. Patent Application Publication No. 2013/00128016 with the Notice Letter.

37. The Notice Letter was received by LG on or about July 25, 2013.

38. U.S. Patent Application Publication No. 2013/00128016 matured into the Asserted Patent.

39. In the Notice Letter, Mr. Keys alleged infringement by LG of “all LG goods, services, and actions that make use of the Dual Play technology, including but not limited to Cinema 3D Televisions that include the Dual Play feature and to the related Dual Play glasses, and also including but not limited to any future goods and services that may make use of the Dual Play technology.”

40. The invention as claimed in the '811 Patent is substantially identical to the invention as claimed in U.S. Patent Application Publication No. 2013/00128016.

41. The invention as claimed in claim 1 of the '811 Patent is substantially identical to the invention as claimed in claim 1 of U.S. Patent Application Publication No. 2013/00128016.

42. The invention as claimed in claim 1 of the '811 Patent is identical to the invention as claimed in claim 1 of U.S. Patent Application Publication No. 2013/00128016.

**COUNT I**  
**DIRECT INFRINGEMENT OF THE '811 PATENT**

43. Panther realleges and incorporates by reference the allegations set forth above, as if set forth verbatim herein.

44. LG has directly infringed the '811 Patent in violation of 35 U.S.C. § 271(a) by performing methods, including its own use and testing of the Dual Play feature (an “Accused Product”) that embodies the patented inventions of at least claim 1 of the '811 Patent.

45. LG’s infringing Accused Products include, without limitation, televisions and displays that have the same or similar features and functionality that satisfy each element of one or more asserted claims.

46. The Accused Products satisfy each and every element of each asserted claim of the '811 Patent either literally or under the doctrine of equivalents.

47. Dual Play enabled televisions and displays produce a multi-player split screen output from a game console.

48. Dual Play enabled televisions and displays convert the multi-player split screen output to two sequential full screen frames.

49. Dual Play enabled televisions and displays permit viewing a first of the two sequential full screen frames using a first pair of configured glasses that blocks a second of the two sequential full screen frames.

50. Dual Play enabled televisions and displays permit viewing the second of the two sequential full screen frames using a second pair of configured glasses that blocks the first of the two sequential full screen frames.

51. LG's infringing activities have been without authority or license under the '811 Patent.

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

53. In addition, despite LG's knowledge of the Asserted Patent and Panther's patented technology, LG made the deliberate decision to sell products that it knew infringed the '811 Patent.

54. Panther is informed and believes that LG knew or was willfully blind to the '811 Patent and its infringement thereof. Despite this knowledge and/or willful blindness, LG has acted with blatant and egregious disregard for Panther's patent rights with an objectively high likelihood of infringement.

**COUNT II**  
**INDIRECT INFRINGEMENT OF THE '811 PATENT**

55. Panther realleges and incorporates by reference the allegations set forth above, as if set forth verbatim herein.

56. LG is liable for indirect infringement under 35 U.S.C. § 271(b) of at least claim 1 of the '811 Patent at least as early as 2013 when it received notice from Mr. Keys because it knowingly encourages, aids, and directs others (e.g., end users

and customers) to use and operate the Accused Products in an infringing manner and to perform the claimed methods of the '811 Patent.

57. Since at least as early as 2013, LG has had knowledge of the '811 Patent by virtue of the notice provided by Mr. Keys. Since that time, LG has specifically intended, and continues to specifically intend, for persons who acquire and use the Accused Products, including LG's customers (e.g., individual users, etc.), to use the Accused Products in a manner that infringes the '811 Patent. This is evident when LG encourages and instructs customers and other end users in the use and operation of the Accused Products via advertisement, technical material, instructional material, and otherwise.

58. LG specifically intends the Accused Products to be used and operated to infringe one or more claims, including at least claim 1, of the '811 Patent.

59. LG encourages, directs, aids, and abets the use, configuration, and installation of the Accused Products.

60. As detailed in Count I above, Defendant has instructed its customers to use the Accused Products in an infringing manner.

61. LG's analysis and knowledge of the '811 Patent combined with its ongoing activity demonstrates LG's knowledge and intent that the identified features of its Accused Products be used to infringe the '811 Patent.



62. LG's knowledge of the '811 Patent and Plaintiff's infringement allegations against LG combined with its knowledge of the Accused Products and how they are used to infringe the '811 Patent, consistent with LG's promotions and instructions, demonstrate LG's specific intent to induce its customers to infringe the '811 Patent.

63. Plaintiff is entitled to recover from LG compensation in the form of monetary damages suffered as a result of LG's infringement in an amount that cannot be less than a reasonable royalty together with interest and costs as fixed by this Court.

#### **JURY DEMAND**

64. Plaintiff hereby demands a trial by jury of all issues so triable pursuant to Fed. R. Civ. P. 38.

#### **PRAYER FOR RELIEF**

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

- A. An adjudication that Defendants have infringed one or more claims of the '811 Patent, either literally and/or under the doctrine of equivalents;
- B. An accounting and an award to Plaintiff of damages adequate to compensate Plaintiff for the Defendants' acts of infringement, together

with pre-judgment and post-judgment interest and costs pursuant to 35 U.S.C. § 284;

- C. A determination that LG's infringement has been willful, wanton, deliberate, and egregious;
- D. A determination that the damages against LG be trebled or for any other basis within the Court's discretion pursuant to 35 U.S.C. § 284;
- E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and expenses in accordance with 35 U.S.C. § 285; and
- F. Any further relief that this Court deems just and proper.

Respectfully submitted this 25th day of June 2021.

/s/ Stafford Davis  
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