

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE**

**FLEXIWORLD TECHNOLOGIES, INC.,**

Plaintiff,

v.

**BROTHER INTERNATIONAL  
CORPORATION,**

Defendant.

Case No. 2:22-cv-02251-JPM-tmp

Patent Case

Jury Trial Demanded

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**SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Pursuant to Federal Rule of Civil Procedure 15(a)(1)(B), Plaintiff Flexiworld Technologies, Inc., files this Second Amended Complaint for patent infringement against Brother International Corporation alleging as follows:

**NATURE OF THE SUIT**

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. This case asserts infringement of United States Patent Nos. 9,965,233 (“the ’233 Patent”), 10,642,576 (“the ’576 Patent”), 10,846,031 (“the ’031 Patent”), and RE42,725 (“the ’725 Patent”) (collectively, the “Patents-in-Suit”).

**THE PARTIES**

2. Plaintiff **Flexiworld Technologies, Inc.** (“**Plaintiff**” or “**Flexiworld**”) is a Washington corporation with its principal place of business at 3439 NE Sandy Blvd., #267, Portland, Oregon 97232.

3. Defendant **Brother International Corporation** (“**Brother**”) is a Delaware corporation with a regular and established place of business located at 7777 North Brother Boulevard, Bartlett, Tennessee 38133 and/or other addresses on North Brother Boulevard in

Bartlett, Tennessee. Brother can be served through its registered agent (Corporation Service Company) at 2908 Poston Avenue, Nashville, Tennessee 37203.

### **JURISDICTION AND VENUE**

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

5. Brother is subject to personal jurisdiction in this Court. In particular, this Court has personal jurisdiction over Brother because Brother, directly and through its subsidiaries, divisions, groups, or distributors, has sufficient minimum contacts with this forum as a result of business conducted within the State of Tennessee and/or pursuant to Fed. R. Civ. P. 4(k)(2). Furthermore, on information and belief, Brother has engaged in continuous, systematic, and substantial activities within this State, including substantial marketing and sales of products within this State and this District. Furthermore, on information and belief, this Court has personal jurisdiction over Brother because Brother has committed acts giving rise to Flexiworld's claims for patent infringement within and directed to this District.

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

7. Brother also maintains commercial websites accessible to residents of the State of Tennessee and this judicial District, through which Brother promotes and facilitates sales of the accused products. For example, Brother's website <https://www.brother-usa.com> is accessible to

consumers in the United States, including those in the State of Tennessee and this judicial District, where Brother supplies information about products that can be purchased and/or used in this judicial District, including the accused products identified herein. See <https://www.brother-usa.com/privacy-policy> (identifying Brother as the owner of <https://www.brother-usa.com/>).

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

9. On information and belief, Brother has committed acts of infringement in this District and has one or more regular and established places of business within this District under the language of 28 U.S.C. § 1400(b). Brother maintains a permanent physical presence within the Western District of Tennessee, conducting business from at least its location on North Brother Boulevard in Bartlett, Tennessee. See, e.g., <https://www.brother-usa.com/about-brother-international> (showing Brother's "Manufacturing & Distribution Facility" at 7777 North Brother Boulevard, Bartlett, Tennessee 38133 and referencing Brother's "million-square-foot distribution center in Bartlett, Tennessee"); [https://www.dnb.com/business-directory/company-profiles.brother\\_international\\_corporation.b0762957666be9562f14f75f9e8f9c5f.html](https://www.dnb.com/business-directory/company-profiles.brother_international_corporation.b0762957666be9562f14f75f9e8f9c5f.html) (showing same address for Brother). For example, Brother offers support for the Accused Products (defined below) from its website and from its physical facility on North Brother Boulevard in Bartlett, Tennessee. See, e.g., <https://www.brother-usa.com/support/rmfcj805dw> (support webpage for exemplary Accused Product); <https://www.brother-usa.com/-/media/brother/product-catalog->

[media/documents/2022/02/08/08/52/brother-2-year-limited-warranty.pdf](https://media.documents/2022/02/08/08/52/brother-2-year-limited-warranty.pdf) (warranty document from Brother for exemplary Accused Product); <https://careers.brother-usa.com/job/JR2216/Senior-Specialist-Product-Support> (Brother job posting in Bartlett, Tennessee for customer support for Accused Products); [https://download.brother.com/welcome/doc100810/cv\\_hl12310d\\_use\\_oug\\_d.pdf](https://download.brother.com/welcome/doc100810/cv_hl12310d_use_oug_d.pdf) (user manual for exemplary Accused Product listing Brother facility in Bartlett, Tennessee as contact for customer service). Thus, venue is proper in this District with respect to Brother under 28 U.S.C. § 1400(b).

10. On information and belief, Brother commits acts of infringement from its facility in Bartlett, Tennessee, including by offering for sale and selling to customers the Accused Products from that facility. *See* Exhibit 9 (order confirmations for exemplary Accused Products, listing Brother); Exhibit 10 (order tracking information showing origin of exemplary Accused Product purchases as Bartlett, Tennessee); Exhibit 11 (photographs of exemplary Accused Product purchased from Brother showing Brother origin/return address in Bartlett, Tennessee). On information and belief, Brother commits acts of infringement from its facility in Bartlett, Tennessee by offering support for the Accused Products from that facility. *See, e.g.,* [https://download.brother.com/welcome/doc100810/cv\\_hl12310d\\_use\\_oug\\_d.pdf](https://download.brother.com/welcome/doc100810/cv_hl12310d_use_oug_d.pdf) (user manual for exemplary Accused Product listing Brother facility in Bartlett, Tennessee as contact for customer service); [https://brotherb2bportfolio.com/files/sell-sheets/Brother\\_Sell\\_Sheet\\_Mobile.pdf](https://brotherb2bportfolio.com/files/sell-sheets/Brother_Sell_Sheet_Mobile.pdf) (Brother brochure for AirPrint, Mopria Print, and Brother iPrint&Scan features); [https://brotherb2bportfolio.com/files/sell-sheets/Brother\\_Sell\\_Sheet\\_Web\\_Connect\\_and\\_Brother\\_Cloud\\_Apps.pdf](https://brotherb2bportfolio.com/files/sell-sheets/Brother_Sell_Sheet_Web_Connect_and_Brother_Cloud_Apps.pdf) (Brother brochure for Brother Web Connect and Brother Cloud Apps).

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

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

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

13. Flexiworld is a pioneer and leading innovator in the field of pervasive wireless technologies.

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

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

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

17. Flexiworld's innovative work and results have been widely recognized in the industry. The company's patents have been repeatedly forward cited by major technology companies worldwide, including by Brother Kogyo Kabushiki Kaisha.

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

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

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

### **The '233 Patent**

21. The '233 Patent, entitled "Digital content services or stores over the internet that transmit or stream protected or encrypted digital content to connected devices and applications that access the digital content services or stores," duly and legally issued on May 8, 2018, from U.S. Patent Application No. 09/992,413, filed on November 18, 2001, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '233 Patent is attached hereto as **Exhibit 1** and is incorporated by reference.

22. The '233 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

23. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '233 Patent.

24. An assignment of the '233 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 012325/0362.

25. Flexiworld has standing to sue for infringement of the '233 Patent.

**The '576 Patent**

26. The '576 Patent, entitled "Mobile information apparatus that includes wireless communication circuitry for discovery of an output device for outputting digital content at the wirelessly discovered output device," duly and legally issued on May 5, 2020, from U.S. Patent Application No. 16/229,896, filed on December 21, 2018, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '576 Patent is attached hereto as **Exhibit 2** and is incorporated by reference.

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

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

29. An assignment of the '576 Patent from inventors Chang and Liu to Flexiworld is at the PTO at Reel/Frame 029983/0989.

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

**The '031 Patent**

31. The '031 Patent, entitled "Software application for a mobile device to wirelessly manage or wirelessly setup an output system or output device for service," duly and legally issued on November 24, 2020, from U.S. Patent Application No. 15/594,440, filed on May 12, 2017, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '031 Patent is attached hereto as **Exhibit 3** and is incorporated by reference.

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

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

34. An assignment of the '031 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office (“PTO”) at Reel/Frame 042385/0202.

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

### **The '725 Patent**

36. The '725 Patent, entitled “Output service over a network,” duly and legally issued on September 20, 2011, from U.S. Patent Application No. 12/684,869, filed on January 8, 2010, naming William Ho Chang and Christina Ying Liu as the inventors. The '725 Patent is a reissue of U.S. Patent No. 7,318,086, which issued on January 8, 2008 from U.S. Patent Application No. 09/992,420, filed on November 18, 2001. A true and correct copy of the '725 Patent is attached hereto as **Exhibit 4** and is incorporated by reference.

37. The '725 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

38. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '725 Patent.

39. An assignment of the '725 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office (“PTO”) at Reel/Frame 012325/0368.

40. Flexiworld has standing to sue for infringement of the '725 Patent.

### **GENERAL ALLEGATIONS**

41. Brother has not obtained a license to any of the Patents-in-Suit.

42. Brother did not have Flexiworld’s permission to make, use, sell, offer to sell, or import products or practice methods that are covered by one or more claims of any of the Patents-in-Suit.

43. Brother has made, used, sold, offered to sell, and/or imported into the United States products as claimed in each of the Patents-in-Suit.



44. Brother has infringed (literally and/or under the doctrine of equivalents), directly, indirectly, and/or through subsidiaries, agents, representatives, or intermediaries, one or more claims of each of the Patents-in-Suit by making, using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States wireless printers that infringe at least one claim of one or more of the Patents-in-Suit, including but not limited to Brother's MFC, HL, RHL, DCP, DS, and ADS series wireless printers and those identified in **Exhibits 5 and 8** hereto ("**the Accused Wireless Printers**").

45. Brother has infringed (literally and/or under the doctrine of equivalents), directly, indirectly, and/or through subsidiaries, agents, representatives, or intermediaries, one or more claims of each of the Patents-in-Suit by making, using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States wireless printers that infringe at least one claim of one or more of the Patents-in-Suit, including but not limited to Brother's mobile printing apps, including the Brother iPrint&Scan, Brother Print Service Plugin, and Brother iPrint&Label apps and those identified in **Exhibits 5-8** hereto ("**the Accused Brother Apps**").

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

47. With respect to Brother's testing and/or use of the Accused Products, on information and belief Brother tested and/or used one or more of the Accused Products in the United States during the relevant infringement period. For example, on its YouTube channel

Brother has dozens and dozens of videos that demonstrate use of the Accused Products by Brother. *See, e.g.*, <https://www.youtube.com/c/brotheroffice/videos>. Further, Brother's own website refers consumers to its YouTube Channel to learn how to use the Accused Products by viewing Brother's own use of the Accused Products. *See, e.g.*, <https://www.brother-usa.com/brother-support/wireless-network-tools>.

48. Further, Brother's Facebook page (<https://www.facebook.com/BrotherOffice/>) includes numerous videos and pictures demonstrating Brother's use of the Accused Products.

49. Further, on information and belief, Brother has used the Accused Products in its business operations.

50. Further, on information and belief, Brother has used the Accused Products at one or more trade shows in the United States to, among other reasons, demonstrate and market their capabilities to the public. For example, in 2019 Brother attended the Consumer Electronics Show ("CES") to demonstrate its VC500W compact wireless printer. *See, e.g.*, <https://southflorida.citybizlist.com/article/523079/brother-shows-off-new-compact-color-printer-at-ces-2019>; <https://www.brother-usa.com/products/vc500w>.

51. Further, on information and belief, Brother has, and continues to, provide onsite support for the Accused Products, which results in Brother testing and using the Accused Products in the United States. For example, Brother's website indicates that Brother provides "Onsite Service" and "On-site Warranty Service" that means "remedial service at your location to restore the product to good operating condition under normal usage at no charge for parts or labor." *See* <https://www.brother-usa.com/ema-faq> (under "What types of EMAs does Brother offer?" tab). To the extent such onsite service, testing, and/or use of the Accused Products is done via a third-party, on information and belief such third-party is contractually obligated (via a

contract with Brother) to perform said service, testing and/or use of the Accused Products and such service, testing, and/or use is otherwise done under the direction or control of Brother.

Alternatively, to the extent such onsite service, testing, and/or use of the Accused Products is done via a third-party, on information and belief Brother and such third-party(ies) are acting as a joint enterprise for the provisioning of such service, testing, and/or use of the Accused Products.

52. Brother's customers have directly infringed the Patents-in-Suit by using the Accused Products. Through its product manuals, website, instructional videos, and/or sales and marketing activities, Brother solicited, instructed, encouraged, and aided and abetted its customers to purchase and use the Accused Products in an infringing way.

53. Brother has had knowledge of the Patents-in-Suit at least through Flexiworld's sending of (and Brother's receipt of) notice letters to Brother via U.S. mail on July 23, 2021, which notice letters identified the Patents-in-Suit, additional Flexiworld patents, and the Accused Products as infringing the Patents-in-Suit. Brother also has knowledge of the Patents-in-Suit through Flexiworld's sending of (and Brother's receipt of) a supplemental notice letter on October 29, 2021, which also identified the Patents-in-Suit, additional Flexiworld patents, and the Accused Products as infringing the Patents-in-Suit. Brother also has knowledge of the Patents-in-Suit and Brother's infringement of the Patents-in-Suit through the service of the original Complaint and First Amended Complaint.

54. By receiving such notice of infringement, Brother obtained a subjective belief that there is a high probability that the Accused Products infringe the Patents-in-Suit. Despite being put on notice of infringement, on information and belief Brother has not taken any actions to avoid the conduct alleged to infringe, has not responded to Flexiworld's notice letter to offer any assertion as to why the Accused Products do not infringe the Patents-in-Suit, and has not sought

to remedy its infringements by offering to take a license. Brother's failure to act reflects deliberate actions to avoid learning that the Accused Products infringe the Patents-in-Suit and, more generally, a policy of not earnestly reviewing and respecting the intellectual property of others.

55. Brother's actions after learning of the Patents-in-Suit were with specific intent to cause infringement of one or more claims of each of the Patents-in-Suit.

56. Further discovery may reveal earlier knowledge of one or more of the Patents-in-Suit, which would provide additional evidence of Brother's specific intent, willful blindness, and/or willful infringement of the Patents-in-Suit.

57. Despite having knowledge of the Patents-in-Suit, as well as knowledge that it was directly and/or indirectly infringing one or more claims of each Patent-in-Suit, Brother nevertheless proceeded to infringe the Patents-in-Suit, and induce others to do the same, with full and complete knowledge of the applicability of the Patents-in-Suit to the Accused Products, without a license and without a good faith belief that the claims of the Patents-in-Suit were not infringed. As noted above, this includes, but is not limited to, the willful blindness of Brother including its refusal to investigate whether the Accused Products infringe the Patents-in-Suit.

58. Flexiworld has been damaged as a result of Brother's infringing conduct. Brother is therefore liable to Flexiworld in an amount that adequately compensates Flexiworld for Brother's infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284. In addition, for the reasons discussed herein, Brother's infringing activities detailed in this Complaint and **Exhibits 5-8** have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

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

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

61. Attached hereto are **Exhibits 5-8**, and incorporated herein by reference, are representative claim charts detailing how exemplar Accused Products have infringed the Patents-in-Suit.

62. On information and belief, with respect to each Patent-in-Suit Flexiworld has complied with the requirements of 35 U.S.C. § 287.

63. Since issuance of each of the Patents-in-Suit, Flexiworld has not made, offered for sale, sold, or imported a product that practices any of the Patents-in-Suit or that would otherwise require marking under 35 U.S.C. § 287.

64. Further, on information and belief Flexiworld's licensees either did not make, offer to sell, sell, or import products that would require marking under 35 U.S.C. § 287 or other did not have an obligation to mark any of their products with any of the Patents-in-Suit.

65. Flexiworld complied with the requirements of 35 U.S.C. § 287, to the extent necessary, such that Flexiworld may recover pre-suit damages.

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

**COUNT I – INFRINGEMENT OF THE '233 PATENT**

67. Flexiworld incorporates herein the allegations made in paragraphs 1 through 66.

68. Brother has and continues to directly infringe one or more claims of the '233 Patent, including, for example, claim 1, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Products.

69. An exemplary claim chart demonstrating Brother's infringement of the '233 Patent, as well as Brother's customers' infringement of the '233 Patent, which is induced and contributed to by Brother, is attached as **Exhibit 5** and incorporated herein by reference.

70. Additionally, on information and belief, since becoming aware of the '233 Patent (discussed herein) Brother has and continues to indirectly infringe the '233 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Products and/or by instructing customers how to use the Accused Products in a way that directly infringes at least claim 1 of the '233 Patent.

71. Brother has had actual knowledge of the '233 Patent and of its infringement of the '233 Patent through at least Flexiworld's July 23, 2021 notice letters and October 29, 2021 supplemental notice letter to Brother.

72. Despite Brother's knowledge of the '233 Patent and of its infringement of the '233 Patent, Brother has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '233 Patent.

73. On information and belief, Brother's actions represent a specific intent to induce infringement of at least claim 1 of the '233 Patent. For example, Brother offers its customers extensive customer support and instructions that instruct and encourage its customers to infringe

the '233 Patent via at least their use of the Accused Products. *See, e.g.*, <https://www.brother-usa.com/brother-support>; *see also* **Exhibit 5** and materials cited therein. *See also, e.g.*, [https://download.brother.com/welcome/doc100810/cv\\_hl12310d\\_use\\_oug\\_d.pdf](https://download.brother.com/welcome/doc100810/cv_hl12310d_use_oug_d.pdf) (user manual for exemplary Accused Product listing Brother facility in Bartlett, Tennessee as contact for customer service).

74. Additionally, on information and belief, since becoming aware of the '233 Patent (discussed herein) Brother has and continues to indirectly infringe the '233 Patent in violation of 35 U.S.C. § 271(c) by contributing to the direct infringement of Brother's customers. Since at least when it learned of the '233 Patent, Brother has known, or should have known, that the intended use of its Accused Products by an end user is both patented and infringing.

75. The Accused Products are not staple articles or commodities of commerce suitable for substantial noninfringing use. Rather, the Accused Products are especially made and/or adapted for use in infringing the '233 Patent. Further, the Accused Products are a material part of the inventions claimed in the '233 Patent. *See* **Exhibit 5** and materials cited therein.

76. As a result of Brother's infringement of the '233 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

77. In addition, Brother's infringing activities detailed in this Complaint and **Exhibit 5** have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

## **COUNT II – INFRINGEMENT OF THE '576 PATENT**

78. Flexiworld incorporates herein the allegations made in paragraphs 1 through 66.

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

80. An exemplary claim chart demonstrating Brother's infringement of the '576 Patent, as well as Brother's customers' infringement of the '576 Patent, which is induced and contributed to by Brother, is attached as **Exhibit 6** and incorporated herein by reference.

81. Additionally, on information and belief, since becoming aware of the '576 Patent (discussed herein) Brother has indirectly infringed the '576 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase and/or download the Accused Brother Apps and/or by instructing customers how to use the Accused Brother Apps in a way that directly infringes at least claim 15 of the '576 Patent.

82. Brother has had actual knowledge of the '576 Patent and of its infringement of the '576 Patent through at least Flexiworld's July 23, 2021 notice letters and October 29, 2021 supplemental notice letter to Brother.

83. Despite Brother's knowledge of the '576 Patent and of its infringement of the '576 Patent, Brother has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '576 Patent.

84. On information and belief, Brother's actions represent a specific intent to induce infringement of at least claim 15 of the '576 Patent. For example, Brother offers its customers extensive customer support and instructions that instruct and encourage its customers to infringe the '576 Patent via at least their use of the Accused Brother Apps. *See, e.g.*, <https://www.brother-usa.com/brother-support>; *see also* **Exhibit 6** and materials cited therein. *See also, e.g.*,



[https://download.brother.com/welcome/doc100810/cv\\_hl12310d\\_use\\_oug\\_d.pdf](https://download.brother.com/welcome/doc100810/cv_hl12310d_use_oug_d.pdf) (user manual for exemplary Accused Product listing Brother facility in Bartlett, Tennessee as contact for customer service).

85. Additionally, on information and belief, since becoming aware of the '576 Patent (discussed herein) Brother is indirectly infringing the '576 Patent in violation of 35 U.S.C. § 271(c) by contributing to the direct infringement of Brother's customers, including at least claim 15 of the '576 Patent. Since at least when it learned of the '576 Patent, Brother has known, or should have known, that the intended use of its Accused Brother Apps by an end user is both patented and infringing.

86. The Accused Brother Apps are not staple articles or commodities of commerce suitable for substantial noninfringing use. Rather, the Accused Brother Apps are especially made and/or adapted for use in infringing the '576 Patent. Further, the Accused Brother Apps are a material part of the inventions claimed in the '576 Patent. *See Exhibit 6* and materials cited therein.

87. As a result of Brother's infringement of the '233 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

88. In addition, Brother's infringing activities detailed in this Complaint and **Exhibit 6** have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

### **COUNT III – INFRINGEMENT OF THE '031 PATENT**

89. Flexiworld incorporates herein the allegations made in paragraphs 1 through 66.

90. Brother has and continues to directly infringe one or more claims of the '031 Patent, including, for example, claim 14, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Brother Apps, including non-transitory computer readable mediums with the Accused Brother Apps.

91. An exemplary claim chart demonstrating Brother's infringement of the '031 Patent, as well as Brother's customers' infringement of the '031 Patent, which is induced and contributed to by Brother, is attached as **Exhibit 7** and incorporated herein by reference.

92. Additionally, on information and belief, since becoming aware of the '031 Patent (discussed herein) Brother has and continues to indirectly infringe the '031 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase and/or download the Accused Brother Apps and/or by instructing customers how to use the Accused Brother Apps in a way that directly infringes at least claim 14 of the '031 Patent.

93. In the alternative, Brother has had actual knowledge of the '031 Patent and of its infringement of the '031 Patent through at least Flexiworld's July 23, 2021 notice letters and October 29, 2021 supplemental notice letter to Brother.

94. Despite Brother's knowledge of the '031 Patent and of its infringement of the '031 Patent, Brother has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '031 Patent.

95. On information and belief, Brother's actions represented a specific intent to induce infringement of at least claim 14 of the '031 Patent. For example, Brother offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '031 Patent via at least their use of the Accused Brother Apps. *See, e.g.,*

<https://www.brother-usa.com/brother-support>; *see also* **Exhibit 7** and materials cited therein. *See also, e.g.,* [https://download.brother.com/welcome/doc100810/cv\\_hll2310d\\_use\\_oug\\_d.pdf](https://download.brother.com/welcome/doc100810/cv_hll2310d_use_oug_d.pdf) (user manual for exemplary Accused Product listing Brother facility in Bartlett, Tennessee as contact for customer service).

96. Additionally, on information and belief, since becoming aware of the '031 Patent (discussed herein) Brother has and continues to indirectly infringe the '031 Patent in violation of 35 U.S.C. § 271(c) by contributing to the direct infringement of Brother's customers. Since at least when it learned of the '031 Patent, Brother has known, or should have known, that the intended use of its Accused Brother Apps by an end user is both patented and infringing.

97. The Accused Brother Apps are not staple articles or commodities of commerce suitable for substantial non infringing use. Rather, the Accused Brother Apps are especially made and/or adapted for use in infringing the '031 Patent. Further, the Accused Brother Apps are a material part of the inventions claimed in claim 14 of the '031 Patent. *See* **Exhibit 7** and materials cited therein.

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

99. In addition, Brother's infringing activities detailed in this Complaint and **Exhibit 7** have been and continue to be willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

**COUNT IV – INFRINGEMENT OF THE '725 PATENT**

100. Flexiworld incorporates herein the allegations made in paragraphs 1 through 66.

101. Brother has and continues to directly infringe one or more claims of the '725 Patent, including, for example, claim 44, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Products.

102. An exemplary claim chart demonstrating Brother's infringement of the '725 Patent, as well as Brother's customers' infringement of the '725 Patent, which is induced by Brother, is attached as **Exhibit 8** and incorporated herein by reference.

103. Additionally, on information and belief, since becoming aware of the '725 Patent (discussed herein) Brother has and continues to indirectly infringe the '725 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Products and/or by instructing customers how to use the Accused Products in a way that directly infringes at least claim 44 of the '725 Patent.

104. Brother has had actual knowledge of the '725 Patent and of its infringement of the '725 Patent through at least Flexiworld's July 23, 2021 notice letters and October 29, 2021 supplemental notice letter to Brother.

105. Despite Brother's knowledge of the '725 Patent and of its infringement of the '725 Patent, Brother has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '725 Patent.

106. On information and belief, Brother's actions represented a specific intent to induce infringement of at least claim 44 of the '725 Patent. For example, Brother offered its customers extensive customer support and instructions that instructed and encouraged its customers to

infringe the '725 Patent via at least their use of the Accused Products. *See, e.g.,* <https://www.brother-usa.com/brother-support>; *see also* **Exhibit 8** and materials cited therein. *See also, e.g.,* [https://download.brother.com/welcome/doc100810/cv\\_hll2310d\\_use\\_oug\\_d.pdf](https://download.brother.com/welcome/doc100810/cv_hll2310d_use_oug_d.pdf) (user manual for exemplary Accused Product listing Brother facility in Bartlett, Tennessee as contact for customer service).

107. Additionally, on information and belief, since becoming aware of the '725 Patent (discussed herein) Brother has and continues to indirectly infringe the '725 Patent in violation of 35 U.S.C. § 271(c) by contributing to the direct infringement of Brother's customers, including at least claim 44 of the '725 Patent. Since at least when it learned of the '725 Patent, Brother has known, or should have known, that the intended use of its Accused Products by an end user is both patented and infringing.

108. The Accused Products are not staple articles or commodities of commerce suitable for substantial noninfringing use. Rather, the Accused Products are especially made and/or adapted for use in infringing the '725 Patent. Further, the Accused Products are a material part of the inventions claimed in the '725 Patent. *See* **Exhibit 8** and materials cited therein.

109. As a result of Brother's infringement of the '725 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

110. In addition, Brother's infringing activities detailed in this Complaint and **Exhibit 8** have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

**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 Brother has directly and/or indirectly infringed (as pled above) one or more claims of each of the Patents-in-Suit;
- b. A judgment and order requiring Brother 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 that Brother has willfully infringed the Patents-in-Suit and requiring Brother to pay Flexiworld enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285;
- d. A judgment and order requiring Brother to pay Flexiworld pre-judgment and post-judgment interest on the damages award;
- e. A judgment and order requiring Brother to pay Flexiworld's costs; and
- f. Such other and further relief as the Court may deem just and proper.

Dated: August 5, 2022

Respectfully submitted,

/s/ Timothy E. Grochocinski

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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served on all counsel of record via the Court's CM-ECF system on August 5, 2022.

/s/ Timothy E. Grochocinski