UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS

CPC Patent Technologies Pty. Ltd., and Charter Pacific Corporation Ltd. . Plaintiffs, v. HID Global Corporation Defendant.	Civil Action No. 6:22-cv-1170 RELATED CASES: Civil Action No. 6:21-cv-00165-ADA Civil Action No. 6:21-cv-00166-ADA JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs CPC Patent Technologies Pty. Ltd. ("CPC"), and Charter Pacific Corporation Ltd. ("Charter Pacific Corp.") (collectively the "Charter Pacific" or "Plaintiffs"), by their counsel, for their claims against Defendant HID Global Corporation ("HID" or "Defendant"), hereby allege as follows:

NOTICE OF RELATED CASES

Plaintiffs respectfully inform the Court that the present case involves the infringement of the same patents already in suit in the cases styled as *CPC Patent Technologies Pty. Ltd. v. HMD Global Oy,* 6:21-cv-00166-ADA (the "166 Case") and *CPC Patent Technologies Pty. Ltd. v. Apple Inc.,* 6:21-cv-00165-ADA (the "165 Case").

Specifically, the patents asserted in this litigation are the same patents asserted in the 165 and 166 cases, which are: U.S. U.S. Patent Nos. 9,269,208 ("the '208 Patent"), 9,665,705 ("the '705 Patent"), and 8,620,039 ("the '039 Patent") (collectively, the "Patents-in-Suit"). The Court previously held *Markman* hearings in the 165 and 166 cases construing various terms of the

asserted patents.[1] Therefore, pursuant to the Court's Order Governing Proceedings ("OGP"), the instant action is a "Related Case" as contemplated by the Court's OGP and the local rules of the Western District of Texas.

NATURE OF THE ACTION

1. This is a civil action arising under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*, including specifically 35 U.S.C. § 271, based on HID's infringement of U.S. Patent Nos. 9,269,208 ("the '208 Patent"), 9,665,705 ("the '705 Patent"), and 8,620,039 ("the '039 Patent") (collectively, the "Patents-in-Suit").

2. The products accused of infringing the Patents-in-Suit include HID hardware and software that form a system to provide secure access to a controlled item based on biometrics as well as a system that provides the ability to enroll in a biometric card pointer system. This includes, by way of example, biometric reader hardware such as HID's Signo Biometric Reader 25B (the "Signo Reader"), Physical Access Control System ("PACS") hardware such as the HID VertX EVO V2000 ("HID Controller"), and software such as the HID Biometric Manager Software ("HBM Software") (collectively, the "Accused HID System.")

THE PARTIES

3. Plaintiff CPC Patent Technologies Pty. Ltd. is an Australian corporation having its principal place of business located at Level 1, 18 Tedder Avenue, Main Beach, Queensland 4217, Australia.

4. Plaintiff Charter Pacific Corporation Ltd is an Australian corporation having its principal place of business located at Level 1, 18 Tedder Avenue, Main Beach, Queensland 4217, Australia.

[1] The 165 Case was transferred to the Northern District of California on April 25, 2022, only after the Court made multiple substantive rulings concerning the Patents-in-Suit.

5. CPC is an investment company focused on biometric technology including mobile device security, credit card security, and mobile payments. In 2019, CPC acquired a patent portfolio, including the '208 Patent and the '705 Patent, from biometric technology pioneer Securicom (NSW) Pty Ltd ("Securicom").

6. Plaintiff CPC is a wholly-owned subsidiary of Charter Pacific Corporation Ltd.

7. Charter Pacific is actively working to license its portfolio of intellectual property, including in the United States.

8. On information and belief, Defendant HID Global Corporation is a Delaware corporation with its principal place of business located at 611 Center Ridge Drive, Austin, TX 78753.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because the claims herein arise under the patent laws of the United States, 35 U.S.C. § 1 *et seq*., including 35 U.S.C. § 271.

10. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391(b), (c), and l400(b). HID has regular and established places of business in this Judicial District, including its corporate headquarters at 611 Center Ridge Drive, Austin, TX 78753. HID has committed acts of infringement within this Judicial District including the manufacturing and selling of the Accused HID System.

11. Personal jurisdiction over the Defendant exists because the Defendant has its principal place of business in the Western District of Texas.

FACTUAL BACKGROUND

The Asserted Patents

12. The invention of the ’208 Patent provides for the use of biometric data to unlock a controlled item like a door lock or electronic lock by taking the biometric data and matching it against a database in a biometric security system (such as may be located on a smartphone or other mobile device) where the user’s biometric data is stored securely.

13. The invention of the ’705 Patent provides for matching of biometric data against enrolled biometric data stored in the database of a biometric security system.

14. The invention of the ’039 Patent is directed to improved smart card security provided using biometric data.

15. On February 23, 2016, the ’208 Patent, entitled “Remote Entry System,” was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the ’208 Patent is attached hereto as Exhibit A.

16. On May 30, 2017, the ’705 Patent, entitled “Remote Entry System,” was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the ’705 Patent is attached hereto as Exhibit B.

17. On December 31, 2013, the ’039 Patent, titled “Card Device Security Using Biometrics,” was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the ’039 Patent is attached hereto as Exhibit C.

18. On September 17, 2019, the United States Patent and Trademark Office recorded an assignment of patent rights of certain patents (including the Patents-in-Suit) to CPC Patent Technologies Pty Ltd. (“CPC”).

19. CPC is the sole owner of all rights, title, and interest in and to the ’208 Patent, the

'705 Patent, and the '039 Patent, including the rights to assert all causes of action arising under the patents and the right to any and all remedies for infringement of them.

20. Independent claim 1 of the '208 Patent provides one example of the claims of that patent. It states:

> 1. A system for providing secure access to a controlled item, the system comprising:
>
> a database of biometric signatures;
> a transmitter sub-system comprising:
> a biometric sensor for receiving a biometric signal;
> means for matching the biometric signal against members of the database of biometric signatures to thereby output an accessibility attribute; and
> means for emitting a secure access signal conveying information dependent upon said accessibility attribute; and
> a receiver sub-system comprising:
> means for receiving the transmitted secure access signal; and
> means for providing conditional access to the controlled item dependent upon said information,
> wherein the transmitter sub-system further comprises means for populating the data base of biometric signatures, the population means comprising:
> means for receiving a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry;
> means for mapping said series into an instruction; and
> means for populating the data base according to the instruction,
> wherein the controlled item is one of: a locking mechanism of a physical access structure or an electronic lock on an electronic computing device.

21. Independent claim 1 of the '705 Patent provides one example of the claims of that patent:

> 1. A system for providing secure access to a controlled item, the system comprising:
>
> a memory comprising a database of biometric signatures;
> a transmitter sub-system comprising:
> a biometric sensor configured to receive a biometric signal;
> a transmitter sub-system controller configured to match the biometric signal against members of the database of biometric signatures to thereby output an accessibility attribute; and
> a transmitter configured to emit a secure access signal conveying information dependent upon said accessibility attribute; and
> a receiver sub-system comprising:
> wherein the controller is further configured to:

a receiver sub-system controller configured to:
receive the transmitted secure access signal; and
provide conditional access to the controlled item dependent upon said information;
wherein the transmitter sub-system controller is further configured to:
receive a series of entries of the biometric signal, said series being characterised according to at least one of the number of said entries and a duration of each said entry;
map said series into an instruction; and
populate the data base according to the instruction, wherein the controlled item is one of: a locking mechanism of a physical access structure or an electronic lock on an electronic computing device.

22. Independent claim 1 of the ’039 Patent provides one example of the claims of that patent:

1. A method of enrolling in a biometric card pointer system, the method comprising the steps of:

receiving card information;
receiving the biometric signature;
defining, dependent upon the received card information, a memory location in a local memory external to the card;
determining if the defined memory location is unoccupied; and
storing, if the memory location is unoccupied, the biometric signature at the defined memory location.

HID’s Accused System

23. On information and belief, HID makes, uses, offers for sale, sells and/or imports hardware and software products for securing access to locations and things, including card readers, biometric readers, door controllers, and software for managing this hardware.

24. One such offering is the HID Signo Biometric Reader 25b. HID’s Signo Reader enables fingerprint authentication of users seeking to access a secure area:

25. HID's Signo Reader, in conjunction with the HBM software that HID provides for free to download, also has the capability to register biometrical signals received from users.

26. Upon information and belief, HID launched its Signo Reader and HBM software in the United States by no later than June 18, 2021.

HID'S INFRINGEMENT OF THE '208,'705, AND '039 PATENTS

The Accused HID System Infringes the Claims of the '208 Patent

27. The Accused HID System, consisting of at least one Signo Reader, PACS hardware such as the HID Controller, and software such as the HBM Software, each of which is made, used, sold, offered for sale and/or imported by HID, and are designed, configured, instructed, and intended to be used in combination, includes every limitation of at least claims 1, 9, and 10 of the '208 Patent.

28. Attached to this Complaint as Exhibit D is a claim chart establishing that the Accused HID System infringes, directly or indirectly, literally or under the doctrine of equivalents,

each and every element of at least claims 1, 9, and 10 of the ’208 Patent. The contents of Exhibit D are incorporated herein by reference.

29. Upon information and belief, HID makes, has made, sells, has sold, and offers or has offered for sale and encourages its partners to sell and offer for sale the Accused HID System. Specifically, HID makes, has made, sells, has sold, and offers or has offered for sale during the life of the ’208 Patent the combination of at least a Signo Reader, HBM Software, and an HID Controller, either individually or as a bundle.

30. Upon information and belief, HID has derived substantial financial benefit from making, selling or offering to sell the Accused HID System and its partners’ selling and offering to sell of the Accused HID System.

31. Upon information and belief, HID further directly uses the patented system by combining each and every element of the system claimed in the ’208 Patent, at least for the purposes of research and development, product testing, and/or commercial product marketing. Specifically, HID makes or has made during the life of the ’208 Patent the patented system by combining at least a Signo Reader, HBM Software, and an HID Controller.

32. Upon information and belief, HID directly practices the claimed methods by using the Accused HID System in a way that infringes the method claims recited in the in the ’208 Patent, at least for the purposes of research and development, product testing, and/or commercial product marketing. Specifically, HID uses or has used during the life of the ’208 Patent a combination of at least a Signo Reader, HBM Software, and an HID Controller.

33. Upon information and belief, and at least for the purposes of research and development, product testing, and/or commercial product marketing, HID uses the patented system or practiced the patented method by putting the Accused HID System as a whole into service, and

using it for its intended purpose. HID uses and controls the entire system in an infringing manner and obtains benefit from doing so.

34. HID derives substantial financial benefit from its own use of the patented system. Upon information and belief, the above-described making and using of the patented systems, including the advertising of the Signo Reader and HBM Software, have resulted in sales of Accused HID System to consumers.

35. HID also induces end users of the Accused HID System to infringe at least claims 1, 9, and 10 of the '208 Patent through descriptions and instructions posted on its website and the HBM software administration guide that encourages end users to use the claimed system or practice the claimed methods.

36. At least end users of the Accused HID System who follow HID's instructions are direct infringers of the '208 Patent.

37. HID is also a direct infringer of the '208 Patent when it uses the Accused HID System.

38. The Signo Reader, HBM Software, and HID Controller are a material part of the patented systems and methods. The claimed functionality recited in the '208 Patent system and method claims are performed and/or facilitated by the Signo Reader, HBM Software, and HID Controller.

The Accused HID System Infringes the Claims of the '705 Patent

39. The Accused HID System, consisting of at least one Signo Reader, PACS hardware such as the HID Controller, and software such as the HBM Software, each of which is made, used, sold, offered for sale and/or imported by HID, and are designed, configured, instructed, and intended to be used in combination, includes every limitation of at least claims 1 and 11 of the

’705 Patent.

40. Attached to this Complaint as Exhibit E is a claim chart establishing that the Accused HID System infringes, directly or indirectly, literally or under the doctrine of equivalents, each and every element of at least claims 1 and 11 of the ’705 Patent. The contents of Exhibit E are incorporated herein by reference.

41. Upon information and belief, HID makes, has made, sells, has sold, and offers or has offered for sale and encourages its partners to sell and offer for sale the Accused HID System. Specifically, HID makes, has made, sells, has sold, and offers or has offered for sale during the life of the ’705 Patent the combination of at least a Signo Reader, HBM Software, and an HID Controller, either individually or as a bundle.

42. Upon information and belief, HID has derived substantial financial benefit from making, selling or offering to sell the Accused HID System and its partners’ selling and offering to sell of the Accused HID System.

43. Upon information and belief, HID further directly uses the patented system by combining each and every element of the system claimed in the’705 Patent at least for the purposes of research and development, product testing, and/or commercial product marketing. Specifically, HID makes or has made during the life of the ’705 Patent the patented system by combining at least a Signo Reader, HBM Software, and an HID Controller.

44. Upon information and belief, HID directly practices the claimed methods by using the Accused HID System in a way that infringes the method claims recited in the ’705 Patent, at least for the purposes of research and development, product testing, and/or commercial product marketing. Specifically, HID uses or has used during the life of the ’705 Patent a combination of at least a Signo Reader, HBM Software, and an HID Controller.

45. Upon information and belief, and at least for the purposes of research and development, product testing, and/or commercial product marketing, HID uses the patented system or practiced the patented method by putting the Accused HID System as a whole into service, and using it for its intended purpose. HID uses and controls the entire system in an infringing manner and obtains benefit from doing so.

46. HID derives substantial financial benefit from its own use of the patented system. Upon information and belief, the above-described making and using of the patented systems, including the advertising of the Signo Reader and HBM Software, have resulted in sales of Accused HID System to consumers.

47. HID also induces end users of the Accused HID System to infringe at least claims 1 and 11 of the '705 Patent through descriptions and instructions posted on its website and the HBM software administration guide that encourages end users to use the claimed system or practice the claimed methods.

48. At least end users of the Accused HID System who follow HID's instructions are direct infringers of the'705 Patent.

49. HID is also a direct infringer of the'705 Patent when it uses the Accused HID System.

50. The Signo Reader, HBM Software, and HID Controller are a material part of the patented systems and methods. The claimed functionality recited in the '705 Patent system and method claims are performed and/or facilitated by the Signo Reader, HBM Software, and HID Controller.

The Accused HID System Infringes the Claims of the '039 Patent

51. The Accused HID System, consisting of at least one Signo Reader and software

such as the HBM Software, both of which are made, used, sold, offered for sale and/or imported by HID, and are designed, configured, instructed, and intended to be used in combination, includes every limitation of at least claims 1 and 13 of the ’039 Patent.

52. Attached to this Complaint as Exhibit F is a claim chart establishing that the Accused HID System infringes, directly or indirectly, literally or under the doctrine of equivalents, each and every element of at least claims 1 and 13 of the ’039 Patent. The contents of Exhibit F are incorporated herein by reference.

53. Upon information and belief, HID makes, has made, sells, has sold, and offers or has offered for sale and encourages its partners to sell and offer for sale the Accused HID System. Specifically, HID makes, has made, sells, has sold, and offers or has offered for sale during the life of the ’208, ’705, and ’039 Patents the combination of at least a Signo Reader and HBM Software, either individually or as a bundle.

54. Upon information and belief, HID has derived substantial financial benefit from making, selling or offering to sell the Accused HID System and its partners’ selling and offering to sell of the Accused HID System.

55. Upon information and belief, HID further directly uses the patented system by combining each and every element of the system claimed in the’039 Patent, at least for the purposes of research and development, product testing, and/or commercial product marketing. Specifically, HID makes or has made during the life of the ’039 Patent the patented system by combining at least a Signo Reader and HBM Software.

56. Upon information and belief, HID directly practices the claimed methods by using the Accused HID System in a way that infringes the method claims recited in the ’039 Patent, at least for the purposes of research and development, product testing, and/or commercial product

marketing. Specifically, HID uses or has used during the life of the '208, '705, and '039 Patents a combination of at least a Signo Reader, HBM Software, and an HID Controller.

57. Upon information and belief, and at least for the purposes of research and development, product testing, and/or commercial product marketing, HID uses the patented system or practiced the patented method by putting the Accused HID System as a whole into service, and using it for its intended purpose. HID uses and controls the entire system in an infringing manner and obtains benefit from doing so.

58. HID derives substantial financial benefit from its own use of the patented system. Upon information and belief, the above-described making and using of the patented systems, including the advertising of the Signo Reader and HBM Software, have resulted in sales of Accused HID System to consumers.

59. HID also induces end users of the Accused HID System to infringe at least claims 1 and 13 of the '039 Patent through descriptions and instructions posted on its website and the HBM software administration guide that encourages end users to use the claimed system or practice the claimed methods.

60. At least end users of the Accused HID System who follow HID's instructions are direct infringers of the'039 Patent.

61. HID is also a direct infringer of the'039 Patent when it uses the Accused HID System.

62. The Signo Reader, HBM Software, and HID Controller are a material part of the patented systems and methods. The claimed functionality recited in the '039 Patent system and method claims are performed and/or facilitated by the Signo Reader and HBM Software.

HID's Knowledge of the '208, '705, and '039 Patents

63. On May 23, 2022, HID, along with other allegedly related corporate entities, sued Charter Pacific for a declaratory judgment of non-infringement of the '208, '705, and '039 Patents. *See Assa Abloy AB v. CPC Patent Technologies Pty. Ltd.,* Civ. No. 3:22-cv-00694-MPS (D. Conn.).

64. Upon information and belief, HID was therefore aware of the contents of the '208, '705, and '039 Patents by at least May 23, 2022.

65. Upon information and belief, HID knew or should have known that the Accused HID System infringes claims of the '208, '705, and '039 Patents by at least May 23, 2022.

66. Upon information and belief, HID has knowingly, intentionally, and actively continued to instruct and encourage to end users to infringe the '208, '705, and '039 Patents since May 23, 2022.

67. Therefore, HID has made, used, offered for sale, sold and/or imported the Accused HID System knowing that it infringes one or more claims of the '208, '705, and '039 Patents.

68. HID has willfully infringed the '208, '705, and '039 Patents.

CHARTER PACIFIC'S COMPLIANCE WITH 35 USC § 287

69. Neither Charter Pacific, nor upon information and belief its predecessors in interest to the '208, '705, and '039 Patents, have made, offered for sale, or sold a product in the United States that is an embodiment of the '208, '705, or '039 Patents.

70. Upon information and belief, to the extent that any licensees of Charter Pacific with respect to the '208, '705, or '039 Patents have made, offered for sale or sold any product within the United States that is a commercial embodiment of such patents, said licensees have complied with any patent marking requirements, to the extent that any such requirements exist.

71. Accordingly, upon information and belief Charter Pacific has complied with 35

U.S.C. § 287 with respect to the ’208, ’705, or ’039 Patents, at least because Charter Pacific, its predecessors-in-interest, and its licensees have not made, offered for sale, or sold a product in the United States that is an embodiment of either the ’208, ’705, ’039 Patents without marking the product under 35 U.S.C. § 287.

COUNT I

(HID’s Infringement of U.S. Patent No. 9,269,208)

72. Charter Pacific repeats and reallege each of the foregoing paragraphs of this Complaint as if fully set forth herein.

73. Charter Pacific owns all substantial rights interest, and title in and to the ’208 Patent, including the sole and exclusive right to prosecute this action and enforce the ’208 Patent against infringers, and to collect damages for all relevant times.

74. A claim chart showing how at least the Accused HID System infringes at least representative claims 1, 9, and 10 of the ’208 Patent is attached hereto as Exhibit D, and is incorporated herein by reference.

75. HID has infringed and continues to infringe one or more claims of the ’208 Patent under 35 U.S.C. § 271(a), literally and/or under the doctrine of equivalents, by making, using, offering to sell, and/or importing in or into the United States all or portions of the Accused HID System identified above.

76. Upon information and belief, HID has also induced and continues to induce others to infringe one or more claims of the ’208 Patent under 35 U.S.C. § 271(b) by knowingly, intentionally, and actively aiding and abetting others to infringe the ’208 Patent, and with the specific intent that such others infringe the ’208 Patent. By way of example, and upon information and belief, HID accomplishes such inducement by directing and/or instructing others to install,

use, and/or operate the Accused HID System knowing that such installation, use or operation infringes the '208 Patent.

77. Upon information and belief, HID has also contributed to the infringement one or more claims of the '208 Patent under 35 U.S.C. § 271(c) of its partners, customers, and end-users of the Accused HID System by providing within the United States or importing the Signo Reader and HBM Software into the United States, which is for use in practicing, and under normal operation practice, methods claimed in the '208 Patent, constituting a material part of the inventions claimed, and not a staple article or commodity of commerce suitable for substantial non-infringing uses. The Signo Reader and HBM Software has no substantial non-infringing uses.

78. HID's infringing acts are without license or authorization from Charter Pacific.

79. HID has had notice of the '208 Patent at least since May 23, 2022.

80. By no later than May 23, 2022, HID knew or should have known that its actions constituted infringement of the '208 Patent. HID has nevertheless knowingly continued in its infringement.

81. As a direct and proximate result of HID's infringement of the '208 Patent, Charter Pacific has suffered and will continue to suffer injury for which it is entitled to damages under 35 U.S.C. § 284 adequate to compensate it for such infringement, in an amount to be proven at trial. Charter Pacific's damages are in no event less than a reasonable royalty.

82. As a direct and proximate result of HID's infringement of the '208 Patent, Charter Pacific has also suffered irreparable injury for which it has no adequate remedy at law, including, but not limited to an injury to Charter Pacific's efforts to license its patent portfolio, including the '208, '705, and '039 Patents, to firms operating in the United States. Unless HID is permanently enjoined from further infringement of the '208 Patent, Charter Pacific will continue to suffer

irreparably injury and impairment of the value of its patent rights.

COUNT II

(HID's Infringement of U.S. Patent No. 9,665,705)

83. Charter Pacific repeats and reallege each of the foregoing paragraphs of this Complaint as if fully set forth herein.

84. Charter Pacific owns all substantial rights interest, and title in and to the '705 Patent, including the sole and exclusive right to prosecute this action and enforce the '705 Patent against infringers, and to collect damages for all relevant times.

85. A claim chart showing how at least the Accused HID System infringes at least representative claims 1 and 11 of the '705 Patent is attached hereto as Exhibit E, and is incorporated herein by reference.

86. HID has infringed and continues to infringe one or more claims of the '705 Patent under 35 U.S.C. § 271(a), literally and/or under the doctrine of equivalents, by making, using, offering to sell, and/or importing in or into the United States all or portions of the Accused HID System identified above.

87. Upon information and belief, HID has also induced and continues to induce others to infringe one or more claims of the '705 Patent under 35 U.S.C. § 271(b) by knowingly, intentionally, and actively aiding and abetting others to infringe the '705 Patent, and with the specific intent that such others infringe the '705 Patent. By way of example, and upon information and belief, HID accomplishes such inducement by directing and/or instructing others to install, use, and/or operate the Accused HID System knowing that such installation, use or operation infringes the '705 Patent.

88. Upon information and belief, HID has also contributed to the infringement one or

more claims of the '705 Patent under 35 U.S.C. § 271(c) of its partners, customers, and end-users of the Accused HID System by providing within the United States or importing the Signo Reader and HBM Software into the United States, which is for use in practicing, and under normal operation practice, methods claimed in the '705 Patent, constituting a material part of the inventions claimed, and not a staple article or commodity of commerce suitable for substantial non-infringing uses. The Signo Reader and HBM Software has no substantial non-infringing uses.

89. HID's infringing acts are without license or authorization from Charter Pacific.

90. HID has had notice of the '705 Patent at least May 23, 2022.

91. By no later than May 23, 2022, HID knew or should have known that its actions constituted infringement of the '705 Patent. HID has nevertheless knowingly continued in its infringement.

92. As a direct and proximate result of HID's infringement of the '705 Patent, Charter Pacific has suffered and will continue to suffer injury for which it is entitled to damages under 35 U.S.C. § 284 adequate to compensate it for such infringement, in an amount to be proven at trial. Charter Pacific's damages are in no event less than a reasonable royalty.

93. As a direct and proximate result of HID's infringement of the '705 Patent, Charter Pacific has also suffered irreparable injury for which it has no adequate remedy at law, including, but not limited to an injury to Charter Pacific's efforts to license its patent portfolio, including the '208, '705, and '039 Patents, to firms operating in the United States. Unless HID is permanently enjoined from further infringement of the '705 Patent, Charter Pacific will continue to suffer irreparably injury and impairment of the value of its patent rights.

COUNT III

(HID's Infringement of U.S. Patent No. 8,620,039)

94. Charter Pacific repeats and reallege each of the foregoing paragraphs of this Complaint as if fully set forth herein.

95. Charter Pacific owns all substantial rights interest, and title in and to the ’039 Patent, including the sole and exclusive right to prosecute this action and enforce the ’039 Patent against infringers, and to collect damages for all relevant times.

96. A claim chart showing how at least the Accused HID System infringes at least representative claims 1 and 13 of the ’039 Patent is attached hereto as Exhibit F, and is incorporated herein by reference.

97. HID has infringed and continues to infringe one or more claims of the ’039 Patent under 35 U.S.C. § 271(a), literally and/or under the doctrine of equivalents, by making, using, offering to sell, and/or importing in or into the United States all or portions of the Accused HID System identified above.

98. Upon information and belief, HID has also induced and continues to induce others to infringe one or more claims of the ’039 Patent under 35 U.S.C. § 271(b) by knowingly, intentionally, and actively aiding and abetting others to infringe the ’039 Patent, and with the specific intent that such others infringe the ’039 Patent. By way of example, and upon information and belief, HID accomplishes such inducement by directing and/or instructing others to install, use, and/or operate the Accused HID System knowing that such installation, use or operation infringes the ‘039 Patent.

99. Upon information and belief, HID has also contributed to the infringement one or more claims of the ’039 Patent under 35 U.S.C. § 271(c) of its partners, customers, and end-users of the Accused HID System by providing within the United States or importing the Signo Reader and HBM Software into the United States, which is for use in practicing, and under normal

operation practice, methods claimed in the '039 Patent, constituting a material part of the inventions claimed, and not a staple article or commodity of commerce suitable for substantial non-infringing uses. The Signo Reader and HBM Software has no substantial non-infringing uses.

100. HID's infringing acts are without license or authorization from Charter Pacific.

101. HID has had notice of the '039 Patent at least since at least May 23, 2022.

102. By no later than May 23, 2022, HID knew or should have known that its actions constituted infringement of the '039 Patent. HID has nevertheless knowingly continued in its infringement.

103. As a direct and proximate result of HID's infringement of the '039 Patent, Charter Pacific has suffered and will continue to suffer injury for which it is entitled to damages under 35 U.S.C. § 284 adequate to compensate it for such infringement, in an amount to be proven at trial. Charter Pacific's damages are in no event less than a reasonable royalty.

104. As a direct and proximate result of HID's infringement of the '039 Patent, Charter Pacific has also suffered irreparable injury for which it has no adequate remedy at law, including, but not limited to an injury to Charter Pacific's efforts to license its patent portfolio, including the '208, '705, and '039 Patents, to firms operating in the United States. Unless HID is permanently enjoined from further infringement of the '039 Patent, Charter Pacific will continue to suffer irreparably injury and impairment of the value of its patent rights.

PRAYER FOR RELIEF

WHEREFORE, Charter Pacific respectfully requests that the Court enter judgment for the Charter Pacific, and against HID, and decree:

A. That HID has directly infringed the '208 Patent and hold and HID liable for such infringement;

B. That HID has directly infringed the ’705 Patent and hold and HID liable for such infringement;

C. That HID has directly infringed the ’039 Patent and hold and HID liable for such infringement;

D. That HID has indirectly infringed the ’208 Patent at least by inducing or contributing to the direct infringement of the ’208 Patent by end users and hold HID liable for such infringement;

E. That HID has indirectly infringed the ’705 Patent at least by inducing or contributing to the direct infringement of the ’705 Patent by end users and hold HID liable for such infringement;

F. That HID has indirectly infringed the ’039 Patent at least by inducing or contributing to the direct infringement of the ’039 Patent by end users and hold HID liable for such infringement;

G. That HID’s infringement of the ’208 Patent has been knowing and willful;

H. That HID’s infringement of the ’705 Patent has been knowing and willful;

I. That HID’s infringement of the ’039 Patent has been knowing and willful;

J. That Charter Pacific is entitled to an award of damages under 35 U.S.C. § 284 for all past and continuing infringement, including but not limited to all lost profits and/or reasonable royalties, including both pre- and post-judgment interest as fixed by the Court, and an order requiring a full accounting of the same;

K. That this case is exceptional and awarding Charter Pacific reasonable attorneys’ fees, costs, and expenses in this action, pursuant to 35 U.S.C. § 285 and/or other applicable laws;

L. That Charter Pacific be awarded its fees, costs, and expenses in this action; and

M. Such further and other relief as this Court deems proper and just, including any appropriate relief under 35 U.S.C. § 285.

JURY DEMAND

The above-named Plaintiffs demand a jury trial on all issues and claims so triable.

Dated: November 15, 2022

By: */s/ Mark D. Siegmund*

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