

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF KENTUCKY
LEXINGTON DIVISION**

FLEXIWORLD TECHNOLOGIES, INC.,

Plaintiff,

v.

LEXMARK INTERNATIONAL, INC.,

Defendant.

CASE NO. . 5:22-cv-00097-KKC (Lead)

5:22-cv-00110-KKC (Member)

PATENT CASE

JURY TRIAL DEMANDED

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 Lexmark International, Inc. 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 **Lexmark International, Inc.** (“**Lexmark**”) is a Delaware corporation with a regular and established place of business located at 740 W. New Circle Road, Lexington,

Kentucky 40550. Lexmark can be served through its registered agent at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

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. Lexmark is subject to personal jurisdiction in this Court. In particular, this Court has personal jurisdiction over Lexmark because Lexmark, 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 Kentucky and/or pursuant to Fed. R. Civ. P. 4(k)(2). Furthermore, Lexmark is headquartered in this District. Furthermore, on information and belief, Lexmark 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 Lexmark because Lexmark has committed acts giving rise to Flexiworld's claims for patent infringement within and directed to this District.

6. Furthermore, on information and belief, Lexmark 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 Kentucky, to ensure the accused products reach the State of Kentucky and this judicial District.

7. Lexmark also maintains commercial websites accessible to residents of the State of Kentucky and this judicial District, through which Lexmark promotes and facilitates sales of the

accused products. For example, Lexmark's website <https://lexmark.com> is accessible to consumers in the United States, including those in the State of Kentucky and this judicial District, where Lexmark supplies information about products that can be purchased and/or used in this judicial District, including the accused products identified herein.

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

9. On information and belief, Lexmark 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). Lexmark maintains a permanent physical presence within the Eastern District of Kentucky, conducting business from at least its location at 740 W. New Circle Road, Lexington, Kentucky 40550. Thus, venue is proper in this District with respect to Lexmark under 28 U.S.C. § 1400(b).

10. 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 Lexmark 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 Kentucky and in this judicial district.

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

FLEXIWORLD AND THE PATENTS-IN-SUIT

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

13. 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.

14. 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.

15. 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.

16. 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 Samsung, Seiko Epson, Canon, Xerox, NEC, Disney, Mattel, and others.

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

18. 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.

19. 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

20. 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.

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

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

23. 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.

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

The '576 Patent

25. 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.

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

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

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

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

The '031 Patent

30. 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.

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

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

33. 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.

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

The '725 Patent

35. 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.

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

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

38. 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.

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

GENERAL ALLEGATIONS

40. Lexmark has not obtained a license to any of the Patents-in-Suit.

41. Lexmark 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.

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

43. Lexmark 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 Lexmark's Go

Line series of wireless printers and those identified in **Exhibits 5 and 8** hereto (“**the Accused Wireless Printers**”).

44. Lexmark has infringed (literally and/or under the doctrine of equivalents), directly, indirectly, and/or through subsidiaries, agents, representatives, or intermediaries, one or more of the Patents-in-Suit by making, using, selling, offering to sell, testing, supplying, causing to be supplied, and/or importing into the United States Lexmark’s mobile print apps, including Lexmark’s Mobile Print App, Mobile Assistant App, Lexmark Cloud Connector, and those identified in **Exhibits 5 and 7** attached hereto (“**the Accused Lexmark Apps**”).

45. Lexmark 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 Lexmark Apps (collectively “**the Accused Products**”).

46. With respect to Lexmark’s testing and/or use of the Accused Products, on information and belief Lexmark 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 Lexmark has dozens of videos that demonstrate use of the Accused Products by Lexmark. *See, e.g.,* <https://www.youtube.com/c/LexmarkNewsChannel/videos>.

47. Further, Lexmark’s website contains detailed videos showing consumers how to use the Accused Products by demonstrating use of the Accused Products. *See, e.g.,* https://infoserve.lexmark.com/ids/idv/video.aspx?category=Software+and+Solutions&productCode=Lexmark_Mobile_Print&topic=v39216209&vId=MobilePrint%2fMobilePrint_Overview&ar=16%3a9&l1=1&l2=1&sh=929&sw=1920&loc=en_US;

https://infoserve.lexmark.com/ids/idv/video.aspx?category=Software+and+Solutions&productCode=AirPrint&topic=v41171799&vId=AirPrint%2fLexmark_AirPrint_Overview_video&ar=16%3a9&l1=1&l2=1&sh=929&sw=1920&loc=en_US;

https://infoserve.lexmark.com/ids/idv/video.aspx?category=Software+and+Solutions&productCode=Mopria&topic=v41166655&vId=Mopria%2fLexmark_Mopria_Overview_video&ar=16%3a9&l1=1&l2=1&sh=929&sw=1920&loc=en_US;

https://infoserve.lexmark.com/ids/idv/index.aspx?loc=en_US.

48. Further, Lexmark's Facebook page (https://www.facebook.com/LexmarkNews/videos/?ref=page_internal) includes numerous videos and pictures demonstrating Lexmark's use of the Accused Products.

49. Further, on information and belief, Lexmark has used its own products, including the Accused Products, in its business operations in the United States.

50. Further, on information and belief, Lexmark 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, on information and belief Lexmark has attended the National Retail Foundation (NRF) and Healthcare Information and Management Systems Society (HIMSS) trade shows in the United States during the relevant time period and has used one or more of the Accused Products at such trade shows. *See, e.g.,*

https://www.lexmark.com/en_us/events/himss-2019.html;

<https://www.facebook.com/LexmarkNews/videos/2394286257252963>;

https://www.lexmark.com/en_us/events/himss-2021.html;

<https://www.youtube.com/watch?v=vuDk0pvQoI0>.

51. Further, on information and belief, Lexmark has, and continues to, provide onsite support for the Accused Products, which results in Lexmark testing and using the Accused Products in the United States. For example, Lexmark’s website indicates that Lexmark provides “Onsite Service” in the United States. See https://www.lexmark.com/en_us/support/warranty-offerings.html. 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 Lexmark) 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 Lexmark. 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 Lexmark 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. Lexmark’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, Lexmark solicited, instructed, encouraged, and aided and abetted its customers to purchase and use the Accused Products in an infringing way.

53. Lexmark has been aware of Flexiworld since April 2002. For example, in an article about Flexiworld titled “Vancouver startup looks to revolutionize use of printers,” Lexmark’s manager of third-party alliances noted that “Flexiworld’s concept is ahead of its time.” See **Exhibit 9**, Rogoway, Mike, *Vancouver startup looks to revolutionize the use of printers*, The Columbian (Apr. 18, 2002).

54. Lexmark saw promise in what Flexiworld was developing. Specifically, Lexmark’s manager of third-party alliances was quoted as saying about Flexiworld: “They are doing things

to help mobile devices be able to print things, and that is certainly something that has been lacking in the past. That’s certainly an area that has a lot of room for invention there.” *Id.*

55. On information and belief, Lexmark has had knowledge of the Patents-in-Suit since they issued.

56. Alternatively, Lexmark has had knowledge of the Patents-in-Suit at least since receipt of Flexiworld’s July 23, 2021 notice letter, which identified the Patents-in-Suit and the Accused Products as infringing the Patents-in-Suit (“the July 23, 2021 Notice Letter”).

57. Alternatively, Lexmark has had knowledge of the Patents-in-Suit at least since receipt of Flexiworld’s October 29, 2021 supplemental notice letter, which identified the Patents-in-Suit and the Accused Products as infringing the Patents-in-Suit (“the October 29, 2021 Notice Letter”).

58. Further, Lexmark has had knowledge of the Patents-in-Suit since at least August 2021 based on its discussions with Flexiworld.

59. By receiving such notice of infringement, Lexmark 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 Lexmark 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. Lexmark’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.

60. Lexmark'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.

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

62. 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, Lexmark 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 Lexmark including its refusal to investigate whether the Accused Products infringe the Patents-in-Suit.

63. Flexiworld has been damaged as a result of Lexmark's infringing conduct. Lexmark is therefore liable to Flexiworld in an amount that adequately compensates Flexiworld for Lexmark'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.

64. In addition, for the reasons discussed herein, Lexmark'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.

65. Lexmark 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 Lexmark for convoyed sales of certain non-patented items.

66. Lexmark 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.

67. 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.

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

69. 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.

70. 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 otherwise did not have an obligation to mark any of their products with any of the Patents-in-Suit.

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

72. 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

73. Flexiworld incorporates herein the allegations made in paragraphs 1 through 72.

74. Lexmark 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.

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

76. Additionally, on information and belief, since becoming aware of the '233 Patent (discussed herein) Lexmark 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.

77. Lexmark has had actual knowledge of the '233 Patent since issuance of the '233 Patent. Alternatively, Lexmark has had actual knowledge of the '233 Patent since receipt of the July 23, 2021 Notice Letter. Alternatively, Lexmark has had knowledge of the '233 Patent since receipt of the October 29, 2021 Notice Letter.

78. Despite Lexmark's knowledge of the '233 Patent and of its infringement of the '233 Patent, Lexmark 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.

79. On information and belief, Lexmark's actions represent a specific intent to induce infringement of at least claim 1 of the '233 Patent. For example, Lexmark 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://support.lexmark.com/en_us.html; *see also* **Exhibit 5** and materials cited therein.

80. Additionally, on information and belief, Lexmark 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 Lexmark's customers. Since at least when it learned of the '233 Patent, Lexmark has known, or should have known, that the intended use of its Accused Products by an end user is both patented and infringing.

81. 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.

82. As a result of Lexmark'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.

COUNT II – INFRINGEMENT OF THE '576 PATENT

83. Flexiworld incorporates herein the allegations made in paragraphs 1 through 72.

84. Lexmark 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 Lexmark Apps. For example, as discussed above, on information and belief Lexmark has tested and/or used the Accused Lexmark Apps in the United States, in creating videos for YouTube, Lexmark's website, Lexmark's Facebook page, at trade shows, in its business operations, and/or in providing off-site or on-site support.

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

86. Additionally, on information and belief, since becoming aware of the '576 Patent (discussed herein) Lexmark 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 Lexmark Apps and/or by instructing customers how to use the Accused Lexmark Apps in a way that directly infringes at least claim 15 of the '576 Patent.

87. Lexmark has had actual knowledge of the '576 Patent since issuance of the '576 Patent. Alternatively, Lexmark has had actual knowledge of the '576 Patent since receipt of the July 23, 2021 Notice Letter. Alternatively, Lexmark has had knowledge of the '576 Patent since receipt of the October 29, 2021 Notice Letter.

88. Despite Lexmark's knowledge of the '576 Patent and of its infringement of the '576 Patent, Lexmark 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.

89. On information and belief, Lexmark's actions represent a specific intent to induce infringement of at least claim 15 of the '576 Patent. For example, Lexmark 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 Lexmark Apps. *See, e.g.,* https://support.lexmark.com/en_us.html; *see also* **Exhibit 6** and materials cited therein.

90. Additionally, on information and belief, Lexmark is indirectly infringing the '576 Patent in violation of 35 U.S.C. § 271(c) by contributing to the direct infringement of Lexmark's customers, including at least claim 15 of the '576 Patent. Since at least when it learned of the '576

Patent, Lexmark has known, or should have known, that the intended use of its Accused Lexmark Apps by an end user is both patented and infringing.

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

92. As a result of Lexmark's infringement of the '576 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.

COUNT III – INFRINGEMENT OF THE '031 PATENT

93. Flexiworld incorporates herein the allegations made in paragraphs 1 through 72.

94. Lexmark 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 Lexmark Apps, including non-transitory computer readable mediums with the Accused Lexmark Apps. For example, as discussed above, on information and belief Lexmark has tested and/or used the Accused Lexmark Apps in the United States, in creating videos for YouTube, Lexmark's website, Lexmark's Facebook page, at trade shows, in its business operations, and/or in providing off-site or on-site support.

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

96. Additionally, on information and belief, since becoming aware of the '031 Patent (discussed herein) Lexmark 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 Lexmark Apps and/or by instructing customers how to use the Accused Lexmark Apps in a way that directly infringes at least claim 14 of the '031 Patent.

97. Lexmark has had actual knowledge of the '031 Patent since issuance of the '031 Patent. Alternatively, Lexmark has had actual knowledge of the '031 Patent since receipt of the July 23, 2021 Notice Letter. Alternatively, Lexmark has had knowledge of the '031 Patent since receipt of the October 29, 2021 Notice Letter.

98. Despite Lexmark's knowledge of the '031 Patent and of its infringement of the '031 Patent, Lexmark 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.

99. On information and belief, Lexmark's actions represented a specific intent to induce infringement of at least claim 14 of the '031 Patent. For example, Lexmark 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 Lexmark Apps. *See, e.g.,* https://support.lexmark.com/en_us.html; *see also* **Exhibit 7** and materials cited therein.

100. Additionally, on information and belief, Lexmark 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 Lexmark's customers. Since at least when it learned of the '031 Patent, Lexmark has known, or should have known, that the intended use of its Accused Lexmark Apps by an end user is both patented and infringing.

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

102. As a result of Lexmark'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.

COUNT IV – INFRINGEMENT OF THE '725 PATENT

103. Flexiworld incorporates herein the allegations made in paragraphs 1 through 72.

104. Lexmark 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.

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

106. Additionally, on information and belief, since becoming aware of the '725 Patent (discussed herein) Lexmark 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.

107. Lexmark has had actual knowledge of the '725 Patent since issuance of the '725 Patent. Alternatively, Lexmark has had actual knowledge of the '725 Patent since receipt of the July 23, 2021 Notice Letter. Alternatively, Lexmark has had knowledge of the '725 Patent since receipt of the October 29, 2021 Notice Letter.

108. Despite Lexmark's knowledge of the '725 Patent and of its infringement of the '725 Patent, Lexmark 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.

109. On information and belief, Lexmark's actions represented a specific intent to induce infringement of at least claim 44 of the '725 Patent. For example, Lexmark 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://support.lexmark.com/en_us.html; *see also* **Exhibit 8** and materials cited therein.

110. Additionally, on information and belief, Lexmark 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 Lexmark's customers, including at least claim 44 of the '725 Patent. Since at least when it learned of the '725 Patent, Lexmark has known, or should have known, that the intended use of its Accused Products by an end user is both patented and infringing.

111. 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.

112. As a result of Lexmark'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.

WILLFULNESS

113. Flexiworld incorporates herein the allegations made in paragraph 1 through 112.

114. Prior to the filing of this Complaint, as discussed above, Lexmark knew or should have known of the Patents-in-Suit and knew or should have known that it infringed the Patents-in-Suit.

115. In particular, Lexmark has been aware of Flexiworld since April 2002. For example, in an article about Flexiworld titled "Vancouver startup looks to revolutionize use of printers," Lexmark's manager of third-party alliances noted that "Flexiworld's concept is ahead of its time." See **Exhibit 9**, Rogoway, Mike, *Vancouver startup looks to revolutionize the use of printers*, The Columbian (Apr. 18, 2002).

116. Lexmark saw promise in what Flexiworld was developing. Specifically, Lexmark's manager of third-party alliances was quoted as saying about Flexiworld: "They are doing things to help mobile devices be able to print things, and that is certainly something that has been lacking in the past. That's certainly an area that has a lot of room for invention there." *Id.*

117. On information and belief, Lexmark has had knowledge of the Patents-in-Suit since they issued. In addition, Lexmark has knowledge of the Patent-in-Suit based on discussions between Flexiworld and Lexmark since at least August 2021. Further, and alternatively, Lexmark has knowledge of the Patents-in-Suit at least since receipt of the October 29, 2021 Notice Letter.

118. Alternatively, Lexmark has had knowledge of the Patents-in-Suit at least since receipt of the July 23, 2021 Notice Letter, which identified the Patents-in-Suit and the Accused Products as infringing the Patents-in-Suit.

119. At a minimum, as discussed above, Lexmark exercised willful blindness to the existence of the Patents-in-Suit and took deliberate wrongful steps to ignore infringement of the Patents-in-Suit.

120. Despite having knowledge of the Patents-in-Suit and knowledge that it was directly and/or indirectly infringing one or more claims of each Patent-in-Suit, or being willfully blind to the same, Lexmark nevertheless proceeded to infringe the Patents-in-Suit, and induce others to do the same, with knowledge of, or willful blindness to, 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 are not infringed.

121. For at least the reasons stated herein, Lexmark's infringing activities detailed in this Complaint and **Exhibits 5 – 8** have been, and continue to be, willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

ADDITIONAL ALLEGATIONS

122. The claims of the '233 Patent, '576 Patent, '031 Patent, and '725 Patent are not directed to an abstract idea.

123. In its counterclaims, Lexmark did not contend that the claims of the '233 Patent are directed to ineligible subject matter or are otherwise invalid under 35 U.S.C. § 101. Lexmark did contend that each claim of the '576 Patent, '031 Patent, and '725 Patent is directed to the abstract idea of "transmitting output data." Lexmark Counterclaim, p. 18, ¶ 23, pp. 20-21, ¶ 35, pp. 22-23,

¶ 47 (ECF 49). Lexmark’s contention is incorrect because each claim of each Patent-in-Suit is not directed to an abstract idea, let alone the abstract idea of “transmitting output data.” *See, e.g., Exhibit 1*, ’233 Patent, Claims 1-2, 6, 8-10; *Exhibit 2*, ’576 Patent, Claims 15, 16, 18, 20; *Exhibit 3*, ’031 Patent, Claims 14, 15, 18; *Exhibit 4*, ’725 Patent, Claims 1-6, 9-21, 23, 24, 26, 27, 29, 30, 36, 37, 42, 44, 45, 48, 51-53, 55, 56, 58, 59, 61, 62 (hereinafter, the “Asserted Claims”).

124. The Asserted Claims are not directed to an abstract idea. Rather they are directed to a specific machine, device, or application, i.e., specific wireless printing devices, applications, and/or systems. *Id.* In other words, the claims are not directed to Lexmark’s purported abstract idea of merely “transmitting output data.” Rather, they are directed to specific wireless printing devices, applications, and/or systems.

125. Each Asserted Claim recites a device, application, and/or system that includes specific hardware, with specific functionality, configured to operate in a specific way.

126. In addition, the Asserted Claims represent an improvement in computer capabilities, as opposed to a process that merely invokes computers as a tool. In other words, the Asserted Claims do not merely invoke computers as a tool. Rather, they represent specific improvements to computer functionality that did not exist circa 2000-2002.

127. The ’233 Patent claims priority to U.S. Patent Application No. 09/992,413, filed on November 18, 2001. The ’233 Patent further claims priority to U.S. Provisional Patent Application No. 60/252,682, filed on November 20, 2000.

128. The ’576 Patent claims priority to U.S. Patent Application No. 10/016,223, filed on November 1, 2001. The ’576 Patent further claims priority to U.S. Provisional Patent Application No. 60/245,101, filed on November 1, 2000.

129. The '031 Patent claims priority to U.S. Patent Application No. 10/053,765, filed on January 18, 2002, U.S. Patent Application No. 09/992,413, filed on November 18, 2001, and U.S. Patent Application No. 10/016,223, filed on November 1, 2001. The '031 Patent further claims priority to U.S. Provisional Patent Application No. 60/262,764, filed on January 19, 2001, U.S. Provisional Patent Application No. 60/252,682, filed on November 20, 2000, and U.S. Provisional Patent Application No. 60/245,101, filed on November 1, 2000.

130. The '725 Patent claims priority to U.S. Patent Application No. 09/992,413, filed on November 18, 2001. The '725 Patent further claims priority to U.S. Provisional Patent Application No. 60/252,682, filed on November 20, 2000.

131. Circa 2000-2002, the concepts of wireless printing, App based printing, and/or cloud storage based printing were, at best, in their infancy. At this time these concepts, let alone the specific implementations claimed in the Asserted Claims, were not well-understood, routine, and conventional.

132. Lexmark contends that the claims of the Patents-in-Suit “are directed to long-standing practices that were well-understood, routine, and conventional in the relevant field.” Lexmark Counterclaim, p. 18, ¶ 23, pp. 20-21, ¶ 35, pp. 22-23, ¶ 47 (ECF 49). Lexmark’s contention is incorrect because the claims of the Patents-in-Suit are not directed to long-standing practices that were well-understood, routine, and conventional in the relevant field. Lexmark’s own actions and statements contradict its position.

133. Lexmark further contends that the claims of the Patents-in-Suit “require no more than conventional components and do not recite an inventive concept.” Lexmark Counterclaim, p. 18, ¶ 23, pp. 20-21, ¶ 35, pp. 22-23, ¶ 47 (ECF 49). Lexmark’s contention is incorrect and is contrary to Lexmark’s own actions and statements.

134. For example, in April 2002, The Columbian paper published an article titled, “Vancouver startup looks to revolutionize use of printers,” discussing the subject matter of inventions of the Asserted Claims. **Exhibit 9**. At the time of the article, the provisional and non-provisional patent applications to which the Patents-in-Suit claim priority had all been filed.

135. The article noted that at the time of printing, April 2002, Flexiworld’s vision was “just a dream” because “[e]xisting handhelds and printers aren’t compatible with Flexiworld’s technology” and “Chang has to somehow convince the companies that make handhelds and the companies that make printers to choose his technology” *Id.*

136. In the article, Lexmark’s manager of third-party alliances, Forrest Steely, noted that “Flexiworld’s concept is ahead of its time—but not too far ahead.” *Id.* Mr. Steely went on to note that Flexiworld was “doing things to help mobile devices be able to print things” which was “something that has been lacking in the past” and “an area that has a lot of room for invention.” *Id.*

137. In addition, in the 2001 – 2002 time period, Flexiworld received several awards and recognitions for its inventions described in the Patents-in-Suit. For example, in 2002, Flexiworld was named one of the two most promising startups among 170 entrants in the Early Stage Development Forum. *Id.*

138. In October 2001, Flexiworld was selected as a top five “hot prospect” among technology startups in the Northwest at Venture Oregon.

139. In February 2002, Flexiworld was chosen as one of the top three best startups by prominent Silicon Valley VCs at the Gong Show in Palo Alto.

140. The fact that Flexiworld received several awards and recognitions in the 2001 – 2002 time period for the inventions described in the Patents-in-Suit highlights that the inventions

in the Asserted Claims are not directed to long-standing practices that were well-understood, routine, and conventional as contended by Lexmark. In other words, if the subject matter of the Patents-in-Suit and the Asserted Claims was merely directed to “long-standing practices that were well-understood, routine, and conventional,” as contended by Lexmark, Flexiworld would not have received such recognition and awards in the 2001 – 2002 time period.

141. On March 8, 2002, The Business Journal published an article titled “Flexiworld, Making the link.” **Exhibit 10**, Dan Cook, “*Flexiworld, Making the link*,” The Business Journal, p. 33 (Mar. 8, 2002). The article noted that in 2002 the world was beginning to transition to wireless technologies, and it was unclear how long it would take for that wireless transition to take place. *Id.*

142. On April 5, 2002, The Business Journal published an article titled “Flexiworld’s wireless vision captures top prize.” **Exhibit 11**, Dan Cook, *Flexiworld’s wireless vision captures top prize*,” The Business Journal, Vol. 19, No. 5 (Apr. 5, 2002). The article identified some of the awards Flexiworld had received and noted, among other things, that one of the criteria considered in receiving the awards was the uniqueness of Flexiworld’s technology. *Id.*

143. In addition, Jason Waldeck, a trained engineer and Lexmark technical employee with thirty years of experience with Lexmark, testified that until 2004 Lexmark was still working on developing wired, not wireless, printers. **Exhibit 12**, Waldeck Depo., 27:1-29:20, 30:12-31:22.

144. In 2004, Mr. Waldeck became a product manager of connectivity solutions, where he worked on Lexmark’s first wireless Inkjet product line, which according to Mr. Waldeck was the first wireless Inkjet product line in the world. *Id.* at 31:23-37:4.

145. Mr. Waldeck further testified that this world-first wireless Inkjet product line was introduced to the market in 2006 and was an industry first and a big achievement. *Id.* Mr. Waldeck

further testified that when this first wireless product line was introduced in 2006, “wireless was a major feature” and Lexmark was “an industry leader” at the time in terms of incorporating wireless functionality into printers. *Id.*

146. From 2004 to 2007, as Product Manager for Connectivity Solutions at Lexmark, Mr. Waldeck “[c]onceived and oversaw a *revolutionary* cost-effective wireless adapter compatible with existing (network unaware) inkjet architectures.” **Exhibit 13**, Waldeck LinkedIn Profile (Waldeck Depo. Ex. 1). This then led to Lexmark’s “introduction of the first wireless inkjet product line in the industry.” *Id.*

147. On June 10, 2005, years after Flexiworld had filed the provisional and non-provisional applications to which the Patents-in-Suit claim priority, Mr. Waldeck, along with his co-inventors, applied for U.S. Patent No. 7,681,231 (“Lexmark’s ’231 Patent”), titled “Method to Wirelessly Configure A Wireless Device for Wireless Communication Over A Secure Wireless Network.” **Exhibit 14**, U.S. Patent No. 7,681,231; **Exhibit 12**, Waldeck Depo., 169:15-185:17.

148. Mr. Waldeck testified that as of June 2005, wireless printing was still in its “very earliest days.” *Id.* at 170:12-19.

149. Mr. Waldeck also confirmed that when he applied for the Lexmark ’231 Patent he believed he had invented something that was eligible and entitled to patent protection. *Id.* at 172:14-25.

150. Mr. Waldeck confirmed that the Lexmark ’231 Patent pertained to one of Lexmark’s early inkjet printers from the 2006 time period that was compatible with a wireless adapter. *Id.* at 181:19-183:19.

151. Claim 1 of the Lexmark ’231 Patent states:

1. A method to wirelessly configure a wireless device for wireless communication over a secure wireless network, comprising:

placing said wireless device to be configured for communication over said secure wireless network within a wireless communication range of an administrator;

establishing a secure wireless communication channel between said administrator and said wireless device;

providing to said wireless device via said secure wireless communication channel network credentials needed to communicate over said secure wireless network; and

using said credentials, establishing a connection between said wireless device and said secure wireless network for said wireless communication.

Exhibit 14, Lexmark '231 Patent, Claim 1.

152. Mr. Waldeck confirmed that the first step of claim 1—i.e., “placing said wireless device to be configured for communication over said secure wireless network within a wireless communication range of an administrator”—simply requires putting the wireless device in range of the network. **Exhibit 12**, Waldeck Depo., 183:21-184:23.

153. Mr. Waldeck confirmed that the second step of claim 1—i.e., “establishing a secure wireless communication channel between said administrator and said wireless device”—simply requires establishing a secure wireless channel between the administrator and the wireless device. *Id.* at 184:24-185:3

154. Mr. Waldeck confirmed that the third and fourth steps of claim 1 simply state how this is done, i.e., by providing credentials and using those credentials to establish the connection. *Id.* at 185:5-17.

155. During prosecution of Lexmark’s ’231 Patent, Lexmark argued that claim 1 is directed to patent eligible subject matter.

156. For example, on November 13, 2008, the United States Patent and Trademark Office (“USPTO”) rejected the pending claims in the Lexmark ’231 Patent, including claim 1,

under 35 U.S.C. § 101 as not being directed to patentable subject matter. **Exhibit 15**, Lexmark '231 Patent File History, pp. 188-192 of the PDF; **Exhibit 12**, Waldeck Depo., 171:10-174:12.

157. In response, Lexmark argued that the claims in the Lexmark '231 Patent, including claim 1, were directed to patentable subject matter. **Exhibit 12**, Waldeck Depo., 174:13-175:14; **Exhibit 15**, Lexmark '231 Patent File History, pp. 175-176 of the PDF.

158. The USPTO then issued another Office Action, rejecting the claims of the Lexmark '231 Patent again under section 101. *Id.* at pp. 165-170 of the PDF; **Exhibit 12**, Waldeck Depo., 175:18-177:16.

159. In response, Lexmark argued again that the claims in the Lexmark '231 Patent, including claim 1, were directed to patentable subject matter. *Id.* at 177:17-178:15; **Exhibit 15**, Lexmark '231 Patent File History, pp. 158-161 of the PDF. The USPTO ultimately agreed with Lexmark and issued the Lexmark '231 Patent, including claim 1, on March 16, 2010. **Exhibit 14**, Lexmark '231 Patent.

160. Claim 1 of Lexmark's '231 Patent is written at a much higher level of abstraction than the Asserted Claims, yet Lexmark contends claim 1 of the Lexmark '231 Patent is directed to patent eligible subject matter while the inventions in the Asserted Claims are allegedly not. These positions are inconsistent and irreconcilable.

161. Each claim in the Patents-in-Suit recites an inventive concept that is patent eligible and entitled to patent protection.

162. Each claim in the Patents-in-Suit recites an unconventional element or combination of elements. Further, the elements of the Asserted Claims, when considered individually or as an ordered combination, were not well-understood, routine, and conventional as of the time of invention—e.g., in the 2000-2002 time period.

163. In 2019, the USPTO published additional guidance regarding the examination procedures for subject matter eligibility. At least the '576 and '031 Patents were reviewed and issued under these guidelines. The Asserted Claims of the '233 and '725 Patents would also have issued under the USPTO guidelines for patent eligibility.

164. In addition, release dates, statements, and patent filings related to several of the technologies at issue in this case, including AirPrint, Mopria Alliance, etc., further highlight that the Asserted Claims and Patents-in-Suit are not merely directed to “long-standing practices that were well-understood, routine, and conventional,” as contended by Lexmark.

165. Apple first launched AirPrint in 2010, nearly a decade after Flexiworld filed its original provisional and non-provisional patent applications that led to the Patents-in-Suit and the Asserted Claims. **Exhibit 16**, Apple AirPrint Press Release (Sept. 15, 2010).

166. In the 2010 time period, Apple filed several patent applications related to AirPrint, suggesting that as of 2010 Apple thought that the AirPrint functionality was still novel and entitled to patent protection. **Exhibit 17**, Neil Hughes, “Apple’s ambitious AirPlay, AirPrint plans detailed in patent applications,” Apple Insider (Sept. 16, 2010), *available at* https://appleinsider.com/articles/10/09/16/apples_ambitious_airplay_airprint_plans_detailed_in_patent_applications.

167. In 2013, the Mopria Alliance was formed by Canon, HP, Samsung, and Xerox to develop and launch the Mopria print solution. **Exhibit 18**, Mopria Alliance Press Release (Sept. 24, 2013). According to the Mopria Alliance press release dated September 24, 2013, this was done to address a still present industry need for a pervasive wireless printing solution. *Id.* In other words, as of September 24, 2013, industry leaders such as Canon, HP, Samsung, and Xerox still felt that there was an unanswered need in the industry for a wireless printing solution such as that

claimed in the Asserted Claims. *Id.* This confirms that the Asserted Claims were not directed to long-standing practices that well-understood, routine, and convention in the 2000-2002 time period. As of 2013 industry leaders were still searching for a solution and developed the Mopria Alliance.

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 Lexmark has directly and/or indirectly infringed one or more claims of each of the Patents-in-Suit;
- b. A judgment and order requiring Lexmark 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 Lexmark has willfully infringed the Patents-in-Suit and requiring Lexmark 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 Lexmark to pay Flexiworld pre-judgment and post-judgment interest on the damages award;
- e. A judgment and order requiring Lexmark to pay Flexiworld's costs; and
- f. Such other and further relief as the Court may deem just and proper.

Dated: December 19, 2023

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 December 19, 2023.