

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

**FLEXIWORLD TECHNOLOGIES, INC.,**

Plaintiff,

v.

**SONY CORPORATION,**

Defendant.

Case No. 2:23-cv-616

Jury Trial Demanded

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**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Pursuant to Federal Rule of Civil Procedure 15(a)(2) and Defendant’s consent, Plaintiff Flexiworld Technologies, Inc. files this First Amended Complaint for patent infringement against Defendant Sony Corporation (“Defendant” or “Sony”) alleging as follows:

**BACKGROUND AND 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 U.S. Patent Nos. 9,798,516 (“the ’516 Patent”); 9,042,811 (“the ’811 Patent”); 9,836,259 (“the ’259 Patent”); 10,768,871 (“the ’871 Patent”); 10,162,596 (“the ’596 Patent”); 11,029,903 (“the ’903 Patent”); and U.S. Patent No. 11,096,056 (“the ’056 Patent”), collectively, the “Asserted Patents.”

2. The Patents-in-Suit are owned by Plaintiff, Flexiworld Technologies, Inc. (“Flexiworld” or “Plaintiff”).

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

4. 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.

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

6. 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.

7. 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.

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

9. 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.

10. 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 PARTIES**

11. Flexiworld is a Washington corporation with its principal place of business at 3439 NE Sandy Blvd., #267, Portland, Oregon 97232.

12. On information and belief, Defendant Sony Corporation (“Defendant” or “Sony”) is a Japanese corporation with its principal place of business at 1-7-1 Konan Minato-ku, Tokyo, 108-0075 Japan.

13. On information and belief, Sony Corporation of America (“SCA”) is a subsidiary of Sony and is headquartered in New York, NY. *See, e.g.*, [https://www.sony.com/en\\_us/SCA/](https://www.sony.com/en_us/SCA/).

14. On information and belief, Sony Electronics Inc. (“SEI”) is a subsidiary of SCA and has engaged, and continues to engage, in making, using, selling, offering for sale, and/or importing, and/or inducing its subsidiaries, affiliates, retail partners, and customers in the making, using, selling, offering for sale, and/or importing throughout the United States, including within this District, products, such as televisions and sound bars, accused of infringement. *See, e.g.*, [https://www.sony.com/content/sony/en/en\\_us/SCA/company-news/press-releases/sony-electronics/2022/sony-electronics-announces-pricing-and-availability-for-2022-bravia-xr-television-lineup.html](https://www.sony.com/content/sony/en/en_us/SCA/company-news/press-releases/sony-electronics/2022/sony-electronics-announces-pricing-and-availability-for-2022-bravia-xr-television-lineup.html).

15. On information and belief, Sony Interactive Entertainment (“SIE”) is a subsidiary of SCA and has engaged, and continues to engage, in making, using, selling, offering for sale, and/or importing, and/or inducing its subsidiaries, affiliates, retail partners, and customers in the making, using, selling, offering for sale, and/or importing throughout the United States, including within this District, products, such as gaming consoles, accused of infringement. *See, e.g.*, <https://sonyinteractive.com/en/>.

16. On information and belief, Sony, SCA, SEI, and SIE operate, together with other parents, subsidiaries, and affiliates, as part of a group of companies referred to herein as the “Sony Group.” *See, e.g.,*

<https://www.sony.com/en/SonyInfo/CorporateInfo/Data/organization.html>;

<https://www.sony.com/en/SonyInfo/News/Press/202005/20-039E/>.

17. Sony operates in agency as part of the Sony Group. Sony in agency with the Sony Group provides a distribution channel of infringing products within this District and the U.S. nationally, where Sony regularly imports and inserts into the stream of commerce televisions, sound bars, gaming consoles, headphones, smartphones, etc., such that infringing products will be offered for sale and sold in this District and throughout the United States.

18. On information and belief, Sony, individually and in concert with others in the Sony Group, participates in the design, development, manufacture, use, offer for sale, sale, and/or importation into the United States, of infringing products, including Sony’s televisions, sound bars, gaming consoles, headphones, smartphones, etc., that infringe one or more of the Patents-in-Suit.

19. On information and belief, Sony has induced, and continues to induce, its subsidiaries, affiliates, retail partners, and customers in the past, present, and future making, using, selling, offering for sale, and/or importing throughout the United States, including within this District, products accused of infringement, such as Sony’s televisions, sound bars, gaming consoles, headphones, smartphones, etc. Sony provides a distribution channel of infringing products within this District and the U.S. nationally. On information and belief, Sony, individually and in concert with others in the Sony Group, purposefully directs the Accused Products into established distribution channels within this District and the U.S. nationally.

20. On information and belief, Sony maintains a corporate presence in the United States via at least its U.S.-based subsidiaries including at least SCA, SEI, and SIE.

21. On information and belief, Sony and its U.S.-based subsidiaries (which act as part of a global network of overseas sales and manufacturing subsidiaries on behalf of Sony) have operated as agents of one another and vicariously as parts of the same business group to work in concert together and enter into agreements that are nearer than arm's length. For example, Sony, alone and via at least the activities of its U.S.-based subsidiaries (e.g., SCA, SIE, and SEI), conducts business in the United States, including importing, distributing, and selling televisions, projectors, sound bars, gaming consoles, headphones, smartphones, etc., that infringe the Patents-in-Suit in Texas and this judicial district. *See Trois v. Apple Tree Auction Center, Inc.*, 882 F.3d 485, 490 (5th Cir. 2018) ("A defendant may be subject to personal jurisdiction because of the activities of its agent within the forum state...."); *see also Cephalon, Inc. v. Watson Pharmaceuticals, Inc.*, 629 F. Supp. 2d 338, 348 (D. Del. 2009) ("The agency theory may be applied not only to parents and subsidiaries, but also to companies that are 'two arms of the same business group,' operate in concert with each other, and enter into agreements with each other that are nearer than arm's length.").

22. Through offers to sell, sales, imports, distributions, and other related agreements to transfer ownership of Sony's electronic devices, such as its televisions, sound bars, gaming consoles, headphones, and smartphones with distributors and customers operating in and maintaining a significant business presence in the U.S. and/or its U.S. subsidiaries (including SCA, SEI, and SIE), Defendant does business in the U.S., the state of Texas, and in the Eastern District of Texas.

### **JURISDICTION AND VENUE**

23. 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).

24. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c). As detailed above, defendant is a foreign entity that may be sued in any judicial district under 28 U.S.C. § 1391(c)(3).

25. This Court has general and specific personal jurisdiction over Defendant pursuant to due process and/or the Texas Long Arm Statute because, *inter alia*, (i) Defendant has done and continues to do business in Texas and (ii) Defendant has, directly and through intermediaries, committed and continues to commit acts of patent infringement in the State of Texas, including making, using, offering to sell, and/or selling accused products in Texas, and/or importing accused products into Texas, either directly or vicariously, including by Internet sales and sales via retail and wholesale stores, inducing others to commit acts of patent infringement in Texas, and/or committing a least a portion of any other infringements alleged herein. Defendant has placed, and continues to place, infringing products into the stream of commerce, via an established distribution channel, with the knowledge and/or understanding that such products are sold in Texas, including in this District. Defendant has derived substantial revenues from its infringing acts occurring within Texas and within this District. Defendant has substantial business in this State and judicial district, including: (A) at least part of its infringing activities alleged herein; and (B) regularly doing or soliciting business, engaging in other persistent conduct, and/or deriving substantial revenue from infringing goods offered for sale, sold, and imported, and services provided to Texas

residents vicariously through and/or in concert with its alter egos, intermediaries, agents, distributors, importers, customers, subsidiaries, and/or consumers.

26. This Court has personal jurisdiction over Defendant, directly or through intermediaries, distributors, importers, customers, subsidiaries, and/or consumers including its U.S.-based subsidiaries, e.g., SCA, SIE, and SEI. Through direction and control of such subsidiaries, Defendant has committed acts of direct and/or indirect patent infringement within Texas, and elsewhere within the United States, giving rise to this action and/or has established minimum contacts with Texas such that personal jurisdiction over Defendant would not offend traditional notions of fair play and substantial justice.

27. On information and belief, SCA, SEI, and SIE are wholly-owned subsidiaries of Sony. The primary business of SCA, SEI, and SIE is the marketing and sale of electronic products in the United States. Sony has a 100% controlling ownership interest, directly or indirectly, in SCA, SIE, and SEI and maintains more than half of the voting rights for such subsidiaries as its basis for control. Upon information and belief, Sony compensates SCA, SEI, and SIE for its sales support services in the United States. As such, Sony has a direct financial interest in its U.S.-based subsidiaries, and vice versa.

28. Personal jurisdiction is proper because Defendant has committed acts of infringement in this District. This Court has personal jurisdiction over Defendants because, *inter alia*, this action arises from activities Defendant purposefully directed towards the State of Texas and this District.

29. Exercising personal jurisdiction over Defendant in this District would not be unreasonable given Defendant's contacts in this District, the interest in this District of resolving disputes related to products sold herein, and the harm that would occur to Flexiworld.

30. In addition, Defendant, either alone or in concert with its subsidiaries, has knowingly induced and continues to knowingly induce infringement within this District by advertising, marketing, offering for sale and/or selling devices pre-loaded with infringing functionality within this District, to consumers, customers, manufacturers, distributors, resellers, partners, and/or end users, and providing instructions, user manuals, advertising, and/or marketing materials which facilitate, direct or encourage the use of infringing functionality with knowledge thereof.

31. Personal jurisdiction also exists specifically over Defendant because it, directly or through affiliates, subsidiaries, agents, or intermediaries, transacts business in this State or purposefully directed at this State (including, without limitation, retail stores) by making, importing, offering to sell, selling, and/or having sold infringing products within this State and District or purposefully directed at this State or District.

32. Personal jurisdiction also exists specifically over Defendant because Defendant has overlapping executives, interlocking corporate structures, and close relationships as manufacturer, importer, and distributor of the products accused of infringement.

33. To the extent Defendant is not subject to jurisdiction in any state's court of general jurisdiction, exercising jurisdiction over Defendant in this State and this District would be consistent with due process and this State's long-arm statute and under national contacts in light of facts alleged in this Complaint.

34. In addition, Defendant, directly or through affiliates, subsidiaries, agents, or intermediaries, places infringing products into the stream of commerce knowing they will be sold and used in Texas, and economically benefits from the retail sale of infringing products in this State. For example, Defendant's products have been sold and are available for sale in this District



at Best Buy retail stores and are also available for sale and offered for sale in this District through online retailers such as Best Buy and Amazon. Sony also advertises its infringing products and provides customer support of its infringing products to consumers in Texas and this District through its agent's websites. *See, e.g.,* [https://www.sony.com/content/sony/en/en\\_us/SCA/company-news/press-releases/sony-electronics/2022/sony-electronics-announces-pricing-and-availability-for-2022-bravia-xr-television-lineup.html](https://www.sony.com/content/sony/en/en_us/SCA/company-news/press-releases/sony-electronics/2022/sony-electronics-announces-pricing-and-availability-for-2022-bravia-xr-television-lineup.html); <https://sonyinteractive.com/en/>.

35. As discussed in detail herein, Defendant 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 televisions, sound bars, gaming consoles, headphones, smartphones, and other products that infringe at least one claim of each of the Patents-in-Suit, including but not limited to Sony's Bravia XR series televisions and/or those with Google TV software ("the Accused TVs"), the LSPX series and other projectors ("the Accused Projectors"), the HT series soundbars and XE, XG, XP, XV, XB, and RA speakers ("the Accused Soundbars/Speakers"), the PlayStation gaming consoles ("the Accused Consoles"), the LinkBuds, WF, WH, Float Run, MDR, NB, and NS series headphones ("the Accused Headphones"), the Xperia series mobile phones ("the Accused Phones"), and the Sony Premium Backlit Remote ("the Accused Remotes"). The Accused TVs, Accused Projectors, Accused Soundbars/Speakers, Accused Headphones, Accused Consoles, Accused Phones, and Accused Remotes are collectively referred to herein as "the Accused Products."

36. On information and belief, Sony controls or otherwise directs and authorizes all activities of its U.S.-based subsidiaries, including SCA, SEI, and SIE. Such directed and authorized

activities include, the U.S. subsidiaries' using, offering for sale, selling, and/or importing the Accused Products, their components, and/or products containing the same that incorporate the fundamental technologies covered by the Patents-in-Suit. The Defendant's U.S.-based subsidiaries (e.g., SCA, SIE, and SEI) are authorized to import, distribute, sell, or offer for sale the Accused Products on behalf of Defendant. For example, Sony researches, designs, develops, and manufactures the Accused Products and then directs its U.S.-based subsidiaries to import, distribute, offer for sale, and sell the Accused Products in the United States. *See, e.g., United States v. Hui Hsiung*, 778 F.3d 738, 743 (9th Cir. 2015) (finding that the sale of infringing products to third parties rather than for direct import into the U.S. did not "place [defendants'] conduct beyond the reach of United States law [or] escape culpability under the rubric of extraterritoriality"). Furthermore, Defendant's U.S.-based subsidiaries also administer, on behalf of Defendant, requests for service under and any disputes arising from Defendant's limited warranty of the Accused Products sold in the U.S., including in Texas and this judicial district. Thus, Defendant's U.S.-based sales subsidiaries conduct infringing activities on behalf of Defendant.

37. On information and belief, Defendant's U.S.-based sales subsidiaries corporate presence in the United States gives Sony substantially the business advantages that it would have enjoyed if it conducted its business through its own offices or paid agents in the United States, including in the State of Texas. Defendant's U.S.-based sales subsidiaries are authorized to import, distribute, sell, and offer for sale the Accused Products on behalf of Defendant. For example, Defendant's U.S.-based sales subsidiaries operate within Defendant's global network of sales subsidiaries in North and South America, Europe, Asia, Australia, and the Middle East. In the U.S., including within the Eastern District of Texas, Defendant's Accused Products, are imported,

distributed, offered for sale, and sold by Defendant at least via Defendant's U.S. based sales subsidiaries.

38. Via Defendant's alter egos, agents, intermediaries, distributors, importers, customers, subsidiaries, and/or consumers maintaining a business presence, operating in, and/or residing in the U.S., Defendant's products, including products and processes accused of infringing the Patents-in-Suit, are or have been widely distributed and sold in retail stores, both brick and mortar and online, in Texas including within this judicial district. *See Litecubes, LLC v. Northern Light Products, Inc.*, 523 F.3d 1353, 1369-70 (Fed. Cir. 2008) (“[T]he sale [for purposes of § 271] occurred at the location of the buyer.”); *see also Semcon IP Inc. v. Kyocera Corp.*, No. 2:18-cv-00197-JRG, 2019 WL 1979930, at \*3 (E.D. Tex. May 3, 2019) (denying accused infringer's motion to dismiss because plaintiff sufficiently plead that purchases of infringing products outside of the United States for importation into and sales to end users in the U.S. may constitute an offer to sell under § 271(a)). For example, Defendant's Accused Products are sold to end users by Defendant and its U.S.-based subsidiaries, distributors, and customers, including, but not limited to, SCA, SEI, and SIE, online and at retail stores located throughout the Eastern District of Texas.

39. On information and belief, Defendant has placed and continues to place infringing products and/or products that practice infringing processes into the stream of commerce via established distribution channels comprising at least subsidiaries and distributors, such as SCA, SEI, and SIE, and customers such as Walmart, Best Buy, and Amazon, with the knowledge and/or intent that those products are and/or will be imported, used, offered for sale, sold, and continue to be sold in the United States and Texas, including in this judicial district. As a result, Defendant has, vicariously through and/or in concert with its alter egos, agents, intermediaries, distributors, importers, customers, subsidiaries, and/or consumers, placed the Accused Products into the stream

of commerce via established distribution channels with the knowledge and/or intent that those products were sold and continue to be sold in the United States and Texas, including in this judicial district.

40. In the alternative, the Court has personal jurisdiction over Defendant under Federal Rule of Civil Procedure 4(k)(2), because the claims for patent infringement in this action arise under federal law, Defendant is not subject to the jurisdiction of the courts of general jurisdiction of any state, and exercising jurisdiction over Defendant is consistent with the U.S. Constitution.

41. Sony is subject to service of process upon the Texas Secretary of State under Texas Civil Practice and Remedy Code § 17.044(b). The Texas Secretary of State is an agent for service of process on Sony because Sony is a nonresident who engages in business in this State, but does not maintain a regular place of business in this State or a designated agent for service of process, and because this action arises out of the business Sony does and has done in this State and to which Sony is a party. This action arises out of business Sony does and has done in this State because Sony has infringed and continues to infringe the Patents-in-Suit in this State, which constitutes g “commit[ing] a tort a whole or in part in this state.” Tex. Civ. Prac. & Rem. Code § 17.042(2).

42. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because, among other things, Defendant is not resident in the United States, and thus may be sued in any judicial district, including this one, pursuant to 28 U.S.C. § 1391(c)(3). *See In re HTC Corp.*, 889 F.3d 1349, 1357 (Fed. Cir. 2018) (“The Court’s recent decision in *TC Heartland* does not alter” the alien-venue rule.).

## **THE PATENTS-IN-SUIT**

### **The '516 Patent**

43. The '516 Patent, entitled "Smart phones that support wireless printing of emails over air to a wireless printer in a wireless local area network," duly and legally issued on October 24, 2017, from U.S. Patent Application No. 13/710,299, filed on December 10, 2012, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '516 Patent is attached hereto as Exhibit 1 and is incorporated by reference.

44. The '516 Patent claims priority to U.S. Patent Application No. 12/903,048, which was filed on October 12, 2010 and issued as U.S. Patent No. 8,332,521. The '516 Patent also claims priority to U.S. Patent Application No. 10/016,223, which was filed on November 1, 2001 and issued as U.S. Patent No. 7,941,541. The '516 Patent also claims priority to U.S. Provisional Application No. 60/245,101, filed on November 1, 2000.

45. The '516 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

46. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '516 Patent.

47. An assignment of the '516 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 029839/0535.

48. Flexiworld has standing to sue for infringement of the '516 Patent.

### **The '811 Patent**

49. The '811 Patent, entitled "Specification of smart wireless television for rendering digital content," duly and legally issued on May 26, 2015, from U.S. Patent Application No. 12/764,032, filed on April 20, 2010, naming William Ho Chang and Christina Ying Liu as the

inventors. A true and correct copy of the '811 Patent is attached hereto as Exhibit 2 and is incorporated by reference.

50. The '811 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257. The '811 Patent also claims priority to U.S. Provisional Application No. 60/262,764, which was filed on January 19, 2001.

51. The '811 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

52. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '811 Patent.

53. An assignment of the '811 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 029112/0430.

54. Flexiworld has standing to sue for infringement of the '811 Patent.

### **The '259 Patent**

55. The '259 Patent, entitled "Televisions, output controllers, or speakers that are setup to wirelessly connect to a network and to receive digital content from a digital content service over the network," duly and legally issued on December 5, 2017, from U.S. Patent Application No. 15/359,147, filed on November 22, 2016, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '259 Patent is attached hereto as Exhibit 3 and is incorporated by reference.

56. The '259 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257, and U.S. Patent Application No. 09/992,413, which was filed on November 18, 2001 and issued as U.S. Patent No. 9,965,233.

The '259 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001, and U.S. Provisional Application No. 60/252,682, filed on November 20, 2000.

57. The '259 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

58. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '259 Patent.

59. An assignment of the '259 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 042385/0202.

60. Flexiworld has standing to sue for infringement of the '259 Patent.

### **The '871 Patent**

61. The '871 Patent, entitled "Wireless output devices or wireless controllers for establishing wireless connectivity and for receiving digital content," duly and legally issued on September 8, 2020, from U.S. Patent Application No. 16/051,371, filed on July 31, 2018, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '871 Patent is attached hereto as Exhibit 4 and is incorporated by reference.

62. The '871 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257. The '871 Patent also claims priority to U.S. Patent Application No. 10/016,223, which was filed on November 1, 2001 and issued as U.S. Patent No. 7,941,541. The '871 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001, and U.S. Provisional Application No. 60/245,101, filed on November 1, 2000.

63. The '871 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

64. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '871 Patent.

65. An assignment of the '871 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 046519/0534.

66. Flexiworld has standing to sue for infringement of the '871 Patent.

### **The '596 Patent**

67. The '596 Patent, entitled "Portable electronic device configured to receive voice activated commands and to wirelessly manage or drive an output device," duly and legally issued on December 25, 2018, from U.S. Patent Application No. 15/201,194, filed on July 1, 2016, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '596 Patent is attached hereto as Exhibit 5 and is incorporated by reference.

68. The '596 Patent claims priority to U.S. Patent Application No. 10/016,223, which was filed on November 1, 2001 and issued as U.S. Patent No. 7,941,541. The '596 Patent also claims priority to U.S. Provisional Application No. 60/245,101, filed on November 1, 2000.

69. The '596 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

70. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '871 Patent.

71. An assignment of the '596 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 039816/0200.

72. Flexiworld has standing to sue for infringement of the '596 Patent.

### **The '903 Patent**

73. The '903 Patent, entitled "Output systems, such as television controllers, televisions, display devices, or audio output devices, operable for playing digital content wirelessly received either from a digital content service over the Internet or wirelessly received from a client device that is in the same network as the output system," duly and legally issued on June 8, 2021,



from U.S. Patent Application No. 16/696,989, filed on November 26, 2019, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '903 Patent is attached hereto as Exhibit 6 and is incorporated by reference.

74. The '903 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257. The '903 patent also claims priority to U.S. Patent Application No. 09/992,413, which was filed on November 18, 2001 and issued as U.S. Patent No. 9,965,233. The '903 Patent also claims priority to U.S. Patent Application No. 10/016,223, which was filed on November 1, 2001 and issued as U.S. Patent No. 7,941,541. The '903 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001, U.S. Provisional Application No. 60/252,682, filed on November 20, 2000, and U.S. Provisional Application No. 60/245,101, filed on November 1, 2000.

75. The '903 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

76. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '903 Patent.

77. An assignment of the '903 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 045907/0890.

78. Flexiworld has standing to sue for infringement of the '903 Patent.

### **The '056 Patent**

79. The '056 Patent, entitled "Output devices, such as televisions, output controllers, or audio output devices, that are setup to wirelessly receive digital content from a digital content service over the Internet or from a wireless information apparatus that is in the same network as the output devices," duly and legally issued on August 17, 2021, from U.S. Patent Application No. 16/557,593, filed on August 30, 2019, naming William Ho Chang and Christina Ying Liu as the

inventors. A true and correct copy of the '056 Patent is attached hereto as Exhibit 7 and is incorporated by reference.

80. The '056 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257. The '056 patent also claims priority to U.S. Patent Application No. 09/992,413, which was filed on November 18, 2001 and issued as U.S. Patent No. 9,965,233. The '056 Patent also claims priority to U.S. Patent Application No. 10/016,223, which was filed on November 1, 2001 and issued as U.S. Patent No. 7,941,541. The '056 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001, U.S. Provisional Application No. 60/252,682, filed on November 20, 2000, and U.S. Provisional Application No. 60/245,101, filed on November 1, 2000.

81. The '056 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

82. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '056 Patent.

83. An assignment of the '056 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 057255/0274.

84. Flexiworld has standing to sue for infringement of the '056 Patent.

#### **GENERAL ALLEGATIONS**

85. Sony has not obtained a license to any of the Patents-in-Suit.

86. Sony 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.

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

88. Sony 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 TVs and/or the Accused Soundbars/Speakers.

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

90. Defendant has had knowledge of the Patents-in-Suit at least through Flexiworld's sending of (and Defendant's receipt of) a notice letter to Defendant via U.S. mail on October 14, 2021, which identified the Patents-in-Suit, additional Flexiworld patents, and the Accused Products as infringing the Patents-in-Suit. A copy of this notice letter is attached hereto as Exhibit 8. In addition or in the alternative, Defendant has knowledge of the Patents-in-Suit through the service of Flexiworld's Original Complaint in this action.

91. By receiving such notice of infringement, Defendant 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 Defendant has not taken any actions to avoid the conduct alleged to infringe and has not sought to remedy its infringements by offering to take a license. Defendant'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.

92. Defendant'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.

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

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

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

96. In addition, for the reasons discussed herein, Defendant's infringing activities detailed in this Complaint and Exhibits 1-8 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.

97. Sony 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. Accordingly,

Flexiworld is entitled to collect damages from Sony for conveyed sales of certain non-patented items.

98. Sony 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.

99. Attached hereto are Exhibits 9-24, and incorporated herein by reference, are representative claim charts detailing how exemplar Accused Products have infringed the Patents-in-Suit.

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

101. 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.

102. 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.

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

104. 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 '516 PATENT**

105. Flexiworld incorporates herein the allegations made in paragraphs 1 through 104.

106. Sony has directly infringed one or more claims of the '516 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 Phones.

107. Exemplary claim charts demonstrating Sony's infringement of the '516 Patent, as well as Sony's customers' infringement of the '516 Patent, which is induced by Sony, are attached as Exhibit 9 and incorporated herein by reference.

108. Additionally, on information and belief, Sony has indirectly infringed the '516 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Phones and/or by instructing customers how to use the Accused Phones in a way that directly infringed at least claim 1 of the '516 Patent.

109. Sony has had knowledge of the '516 Patent and of its infringement of the '516 Patent through at least Flexiworld's October 14, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 8.

110. On information and belief, Despite Sony's knowledge of the '516 Patent and of its infringement of the '516 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '516 Patent.

111. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claim 1 of the '516 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '516 Patent via at least their use of the Accused Phones. *See, e.g.*, <https://www.sony.com/electronics/support>; *see also* Exhibit 9 and materials cited therein.

112. As a result of Sony's infringement of the '516 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.

113. In addition, Sony's infringing activities detailed in this Complaint and Exhibit 9 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

### **COUNT II – INFRINGEMENT OF THE '811 PATENT**

114. Flexiworld incorporates herein the allegations made in paragraphs 1 through 104.

115. Sony has directly infringed one or more claims of the '811 Patent, including, for example, claims 1, 2, 5, 6, 8, 9, 10, 11, 13, 14, and 19 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 TVs.

116. An exemplary claim chart demonstrating Sony's infringement of the '811 Patent, as well as Sony's customers' infringement of the '811 Patent, which is induced by Sony, is attached as Exhibit 10 and incorporated herein by reference.

117. Additionally, on information and belief, Sony has indirectly infringed the '811 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused TVs and/or by instructing customers how to use the Accused TVs in a way that directly infringed at least claims 1, 2, 5, 6, 8, 9, 10, 11, 13, 14, and 19 of the '811 Patent.

118. Sony has had knowledge of the '811 Patent and of its infringement of the '811 Patent through at least Flexiworld's October 14, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 8.

119. On information and belief, despite Sony's knowledge of the '811 Patent and of its infringement of the '811 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '811 Patent.

120. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 1, 2, 5, 6, 8, 9, 10, 11, 13, 14, and 19 of the '811 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '811 Patent via at least their use of the Accused TVs. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibit 10 and materials cited therein.

121. As a result of Sony's infringement of the '811 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.

122. In addition, Sony's infringing activities detailed in this Complaint and Exhibit 10 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

### **COUNT III – INFRINGEMENT OF THE '259 PATENT**

123. Flexiworld incorporates herein the allegations made in paragraphs 1 through 104.

124. Sony has directly infringed one or more claims of the '259 Patent, including, for example, claims 1, 2, 3, 4, 5, 7, 8, 9, 10, and 11 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 TVs, the Accused Soundbars/Speakers, and the Accused Gaming Consoles.



125. Exemplary claim charts demonstrating Sony's infringement of the '259 Patent, as well as Sony's customers' infringement of the '259 Patent, which is induced by Sony, are attached as Exhibits 11-13 and incorporated herein by reference.

126. Additionally, on information and belief, Sony has indirectly infringed the '259 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused TVs, the Accused Soundbars/Speakers, and the Accused Gaming Consoles and/or by instructing customers how to use the Accused TVs, the Accused Soundbars/Speakers, and the Accused Gaming Consoles in a way that directly infringed at least claims 1, 2, 3, 4, 5, 7, 8, 9, 10, and 11 of the '259 Patent.

127. Sony has had knowledge of the '259 Patent and of its infringement of the '259 Patent through at least Flexiworld's October 14, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 8.

128. On information and belief, Despite Sony's knowledge of the '259 Patent and of its infringement of the '259 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '259 Patent.

129. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claim 1, 2, 3, 4, 5, 7, 8, 9, 10, and 11 of the '259 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '259 Patent via at least their use of the Accused TVs, the Accused Soundbars/Speakers, and the Accused Gaming Consoles. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 11-13 and materials cited therein.

130. As a result of Sony's infringement of the '259 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.

131. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 11-13 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

#### **COUNT IV – INFRINGEMENT OF THE '871 PATENT**

132. Flexiworld incorporates herein the allegations made in paragraphs 1 through 104.

133. Sony has directly infringed one or more claims of the '871 Patent, including, for example, claims 15, 16, 17, 18, 19, and 20 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 TVs, the Accused Projectors, the Accused Soundbars/Speakers, the Accused Gaming Consoles, and the Accused Headphones.

134. Exemplary claim charts demonstrating Sony's infringement of the '871 Patent, as well as Sony's customers' infringement of the '871 Patent, which is induced by Sony, are attached as Exhibits 14-18 and incorporated herein by reference.

135. Additionally, on information and belief, Sony has indirectly infringed the '871 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, the Accused Gaming Consoles, and the Accused Headphones and/or by instructing customers how to use the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, the Accused Gaming Consoles, and the

Accused Headphones in a way that directly infringed at least claims 15, 16, 17, 18, 19, and 20 of the '871 Patent.

136. Sony has had knowledge of the '871 Patent and of its infringement of the '871 Patent through at least Flexiworld's October 14, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 8.

137. On information and belief, despite Sony's knowledge of the '871 Patent and of its infringement of the '871 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '871 Patent.

138. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 15, 16, 17, 18, 19, and 20 of the '871 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '871 Patent via at least their use of the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, the Accused Gaming Consoles, and the Accused Headphones. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 14-18 and materials cited therein.

139. As a result of Sony's infringement of the '871 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.

140. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 14-18 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

#### **COUNT V – INFRINGEMENT OF THE '596 PATENT**

141. Flexiworld incorporates herein the allegations made in paragraphs 1 through 104.

142. Sony has directly infringed one or more claims of the '596 Patent, including, for example, claims 1 and 8, 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 Phones and the Accused Remotes.

143. Exemplary claim charts demonstrating Sony's infringement of the '596 Patent, as well as Sony's customers' infringement of the '096 Patent, which is induced by Sony, are attached as Exhibits 19-20 and incorporated herein by reference.

144. Additionally, on information and belief, Sony has indirectly infringed the '596 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Phones and Accused Remotes and/or by instructing customers how to use the Accused Phones or Accused Remotes in a way that directly infringed at least claims 1 or 8 of the '596 Patent.

145. Sony has had knowledge of the '596 Patent and of its infringement of the '596 Patent through at least Flexiworld's October 14, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 8.

146. On information and belief, despite Sony's knowledge of the '596 Patent and of its infringement of the '596 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '596 Patent.

147. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 1 and 8 of the '596 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '596 Patent via at least their use of the Accused Phones or the Accused Remotes. *See*,

*e.g.*, <https://www.sony.com/electronics/support>; *see also* Exhibits 19-20 and materials cited therein.

148. As a result of Sony's infringement of the '596 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.

149. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 19-20 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

#### **COUNT VI – INFRINGEMENT OF THE '903 PATENT**

150. Flexiworld incorporates herein the allegations made in paragraphs 1 through 104.

151. Sony has directly infringed one or more claims of the '903 Patent, including, for example, claims 8, 9, 10, 11, 12, and 13 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 TVs and the Accused Gaming Consoles.

152. Exemplary claim charts demonstrating Sony's infringement of the '903 Patent, as well as Sony's customers' infringement of the '903 Patent, which is induced by Sony, are attached as Exhibits 21-22 and incorporated herein by reference.

153. Additionally, on information and belief, Sony has indirectly infringed the '903 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused TVs and the Accused Gaming Consoles and/or by instructing customers how to use the Accused TVs and the Accused Gaming Consoles in a way that directly infringed at least claims 8-13 of the '903 Patent.

154. Sony has had knowledge of the '903 Patent and of its infringement of the '903 Patent through at least Flexiworld's October 14, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 8.

155. On information and belief, despite Sony's knowledge of the '903 Patent and of its infringement of the '903 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '903 Patent.

156. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 8-13 of the '903 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '903 Patent via at least their use of the Accused TVs and the Accused Gaming Consoles. *See, e.g.*, <https://www.sony.com/electronics/support>; *see also* Exhibits 21-22 and materials cited therein.

157. As a result of Sony's infringement of the '903 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.

158. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 21-22 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

#### **COUNT VII – INFRINGEMENT OF THE '056 PATENT**

159. Flexiworld incorporates herein the allegations made in paragraphs 1 through 104.

160. Sony has directly infringed one or more claims of the '056 Patent, including, for example, claims 1, 2, 3, 5, 6, and 7, 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 TVs and the Accused Projectors.

161. Exemplary claim charts demonstrating Sony's infringement of the '056 Patent, as well as Sony's customers' infringement of the '056 Patent, which is induced by Sony, are attached as Exhibits 23-24 and incorporated herein by reference.

162. Additionally, on information and belief, Sony has indirectly infringed the '056 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused TVs and/or by instructing customers how to use the Accused TVs and the Accused Projectors in a way that directly infringed at least claims 1, 2, 3, 5, 6, and 7 of the '056 Patent.

163. Sony has had knowledge of the '056 Patent and of its infringement of the '056 Patent through at least Flexiworld's October 14, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 8.

164. On information and belief, despite Sony's knowledge of the '056 Patent and of its infringement of the '056 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '056 Patent.

165. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 1, 2, 3, 5, 6, and 7 of the '056 Patent. For example, Sony offers its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '056 Patent via at least their use of the Accused TVs and the Accused Projectors. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 23-24 and materials cited therein.

166. As a result of Sony's infringement of the '056 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.

167. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 23-24 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

### **DEMAND FOR A JURY TRIAL**

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

### **PRAYER FOR RELIEF**

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

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

Dated: June 6, 2024

Respectfully submitted,

/s/ Timothy E. Grochocinski  
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Flexiworld Technologies, Inc.*

#### **CERTIFICATE OF SERVICE**

I hereby certify that on June 6, 2024, the foregoing document was electronically filed with the Clerk of Court using the CM/ECF filing system, which will generate and send an e-mail notification of said filing to all counsel of record.

/s/ Timothy E. Grochocinski