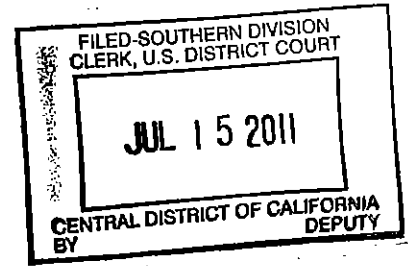


1 GREENBERG TRAUIG, LLP  
2 Wendy M. Mantell (SBN 225544)  
3 Email: mantellw@gtlaw.com  
4 2450 Colorado Avenue, Suite 400E  
5 Santa Monica, California 90404  
6 Telephone: (310) 586-7700  
7 Facsimile: (310) 586-7800

8 Michael A. Nicodema (*pro hac vice – to be filed*)  
9 Email: nicodemam@gtlaw.com  
10 GREENBERG TRAUIG, LLP  
11 MetLife Building,  
12 200 Park Avenue  
13 New York, NY 10166

14 Kevin J. O’Shea (*pro hac vice – to be filed*)  
15 Email: osheak@gtlaw.com  
16 James J. Lukas, Jr. (*pro hac vice – to be filed*)  
17 Email: lukasj@gtlaw.com  
18 GREENBERG TRAUIG LLP  
19 77 West Wacker Drive, Suite 3100  
20 Chicago, IL 60601  
21 Telephone: 312-456-8400  
22 Facsimile: 312-456-8435

23 *Attorneys for Plaintiff Universal Electronics Inc.*



24 UNITED STATES DISTRICT COURT

25 CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

26 UNIVERSAL ELECTRONICS  
27 INC.,

28 Plaintiff,

v.

LOGITECH, INC., LOGITECH  
INTERNATIONAL S.A., and  
LOGITECH EUROPE S.A.,

Defendants.

8 ACV 11- 1056 JVS(ANX)  
CASE NO.

COMPLAINT FOR PATENT  
INFRINGEMENT

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

CONFIRMED COPY

1 Plaintiff Universal Electronics Inc., by its undersigned counsel, and for its  
2 Complaint against Defendants Logitech, Inc., Logitech International S.A. and Logitech  
3 Europe S.A., hereby alleges as follows:

4 **SUMMARY OF NATURE OF ACTION**

5 1. This is an action for patent infringement arising under the patent laws of the  
6 United States, Title 35 of the United States Code.

7 **THE PARTIES**

8 2. Plaintiff Universal Electronics Inc. ("UEI") is a Delaware corporation with  
9 its principal place of business located at 6101 Gateway Drive, Cypress, California 90630.

10 3. Defendant Logitech International S.A. is a Swiss Corporation with its  
11 principal place of business in Switzerland. Defendant Logitech Europe S.A., a subsidiary  
12 of Logitech International S.A., is a Swiss corporation with its principal place of business  
13 in Switzerland. Defendant Logitech, Inc., a wholly owned subsidiary of Defendant  
14 Logitech International S.A., is a California corporation with its principal place of  
15 business located at 6505 Kaiser Drive, Fremont, California 94555. Defendants Logitech  
16 International S.A., Logitech Europe S.A., and Logitech, Inc. may sometimes be  
17 collectively referred to herein as "Logitech" or "Defendants." Defendants transact  
18 substantial business, both directly and through their agents, on an ongoing basis in this  
19 judicial district and elsewhere in the United States.

20 4. Unless specifically stated otherwise, the acts complained of herein were  
21 committed by, on behalf of, and/or for the benefit of Defendants.

22 **JURISDICTION AND VENUE**

23 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and  
24 1338(a).

25 6. This Court has personal jurisdiction over Defendants because Defendants  
26 have committed acts of infringement in violation of 35 U.S.C. § 271 and have placed  
27 infringing products into the stream of commerce, through an established distribution  
28 channel, with the knowledge and/or understanding that such products are sold and/or

1 used in this District. These acts have caused injury to UEI within this District and  
2 continue to cause injury to UEI within this District. On information and belief,  
3 Defendants derive substantial revenue from the sale of infringing products distributed  
4 within the District, and/or expect or should reasonably expect their actions to have  
5 consequences within this District, and derive substantial revenue from interstate and  
6 international commerce. In addition, Defendants knowingly induced, and continue to  
7 knowingly induce, infringement within this State and within this District by contracting  
8 with others to market and sell infringing products with the knowledge and intention of  
9 facilitating infringing sales of the infringing products by others within this District, and  
10 by creating and/or disseminating guides and other instructional and promotional materials  
11 for the infringing products with like mind and intent.

12 7. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400(b).

13 **FACTUAL BACKGROUND**

14 8. UEI has been an industry leader in the design, development, and  
15 manufacture of remote control technology for over twenty years.

16 9. UEI has a staff of scientists and engineers who design and develop  
17 innovative ideas in the remote control field. UEI has invested millions of dollars  
18 developing such ideas and files a substantial number of patent applications for its  
19 inventions every year.

20 10. Defendants started out as a company that manufactured computer  
21 peripherals such as computer mice and keyboards. Defendants entered the remote  
22 control market when they purchased a company named Intrigue Technologies, Inc., a  
23 corporation organized under the laws of Canada, in 2004. On information and belief, the  
24 company name Intrigue Technologies, Inc. was changed to Logitech (Intrigue) Inc., and  
25 ultimately dissolved.

26 11. In 2002, UEI commenced patent infringement litigation against Intrigue  
27 Technologies, Inc. in this District ("Prior Litigation"). In June 28, 2004, UEI and  
28 Defendant Logitech Europe S.A., and its affiliate Intrigue Technologies, Inc. executed a

1 settlement and license agreement (“Agreement”) whereby UEI licensed certain patents in  
2 its portfolio, including some of the patents asserted in this Complaint, to Defendants.

3 12. The Agreement had a five year term. At the expiration of the term,  
4 Defendants had the option to renew the license for an additional five year term.  
5 However, after Defendants had established themselves in the remote control market  
6 through the licensing and use of UEI’s patented technology, Defendants decided they did  
7 not want to extend the Agreement for another five years. The parties agreed to amend  
8 the Agreement to allow Defendants to renew the Agreement for up to five additional one  
9 year periods, with sixty days notice, and Defendants extended the term of the Agreement  
10 to June 30, 2010.

11 13. Defendants failed to renew the Agreement sixty days prior to the expiration  
12 on June 30, 2010 and, therefore, Defendants’ license to certain of UEI’s patents  
13 terminated on that date. After the expiration of the Agreement, Defendants attempted to  
14 pay a royalty to UEI through July 13, 2010. UEI did not accept that payment because the  
15 Agreement had already terminated.

16 14. Prior to the expiration of the Agreement on June 30, 2010, UEI approached  
17 Defendants about renewing the Agreement and/or taking a new license to UEI’s patents,  
18 including some of the patents asserted in this Complaint. Throughout the remainder of  
19 2010 and until the filing of this Complaint, UEI sought to negotiate a business solution  
20 on reasonable terms. However, Defendants have refused to renew the Agreement or  
21 otherwise license UEI’s patents and, as such, the discussions between UEI and  
22 Defendants have ended. Defendants have continuously, and without interruption used  
23 the inventions claimed in UEI’s patents without permission.

24 15. Defendants currently manufacture, offer for sale, and sell the following  
25 remote controls and remote control related products, each of which, alone or in  
26 combination, infringes some or all of the patents asserted in this Complaint: Harmony  
27 H300, H650, H700, H900, One, H1100, Logitech Revue, Logitech Mini Controller for  
28 Logitech Revue, Harmony Link technology, Logitech Harmony App for iPhone,

1 Logitech Harmony App for Android, and applications and/or programming for touch  
2 screen mobile devices (“Accused Products”).

3 **COUNT I-INFRINGEMENT OF U.S. PATENT NO. 5,552,917**

4 16. United States Patent No. 5,552,917, entitled “Remote Control” (“the ‘917  
5 Patent”) was duly and legally issued on September 3, 1996. UEI is the owner of the ‘917  
6 Patent and holds all rights and interests in the ‘917 Patent. A true and correct copy of the  
7 ‘917 Patent is attached hereto as **Exhibit 1**.

8 17. Defendants have infringed and continue to infringe one or more claims of the  
9 ‘917 Patent by their manufacture, use, sale, importation, and/or offer for sale of certain  
10 remote controls and related technology, including but not limited to the following  
11 Accused Products and any similar products and related technology: Harmony H300,  
12 H650, H700, H900, One, and H1100.

13 18. With knowledge of the ‘917 Patent and their infringement of the ‘917 Patent,  
14 Defendants also have infringed and continue to infringe one or more claims of the ‘917  
15 Patent by contributing to and actively inducing others to use, sell, import, and/or offer for  
16 sale infringing products. Defendants are liable for their infringement of the ‘917 Patent  
17 pursuant to 35 U.S.C. § 271.

18 19. Defendants’ acts of infringement have caused damage to UEI and UEI is  
19 entitled to recover from Defendants the damages it has sustained as a result of  
20 Defendants’ wrongful acts in an amount subject to proof at trial. Defendants’  
21 infringement of UEI’s exclusive rights under the ‘917 Patent will continue to damage  
22 UEI, causing irreparable harm for which there is no adequate remedy at law, unless  
23 enjoined by this Court.

24 20. Defendants’ infringement of the ‘917 Patent is willful and deliberate,  
25 entitling UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys’ fees  
26 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants  
27 had actual knowledge of the ‘917 Patent based upon the Prior Litigation, the Agreement  
28 and the parties’ licensing negotiations. Nevertheless, Defendants have infringed and

1 continue to infringe the '917 Patent despite an objectively high likelihood that their  
2 actions constituted infringement.

3 **COUNT II-INFRINGEMENT OF U.S. PATENT NO. RE 39,059**

4 21. United States Patent No. RE 39,059, entitled "Computer Programmable  
5 Remote Control" ("the '059 Patent") was duly and legally reissued on April 4, 2006.  
6 UEI is the owner of the '059 Patent and holds all rights and interests in the '059 Patent.  
7 A true and correct copy of the '059 Patent is attached hereto as **Exhibit 2**.

8 22. Defendants have infringed and continue to infringe one or more claims of the  
9 '059 Patent by their manufacture, use, sale, importation, and/or offer for sale of certain  
10 remote controls and related technology, including but not limited to the following  
11 Accused Products and any similar products and related technology: H900, One, and  
12 H1100.

13 23. With knowledge of the '059 Patent and their infringement of the '059 Patent,  
14 Defendants also have infringed and continue to infringe one or more claims of the '059  
15 Patent by contributing to and actively inducing others to use, sell, import, and/or offer for  
16 sale infringing products. Defendants are liable for their infringement of the '059 Patent  
17 pursuant to 35 U.S.C. § 271.

18 24. Defendants' acts of infringement have caused damage to UEI and UEI is  
19 entitled to recover from Defendants the damages it has sustained as a result of  
20 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
21 infringement of UEI's exclusive rights under the '059 Patent will continue to damage  
22 UEI, causing irreparable harm for which there is no adequate remedy at law, unless  
23 enjoined by this Court.

24 25. Defendants' infringement of the '059 Patent is willful and deliberate,  
25 entitling UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys' fees  
26 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants  
27 had actual knowledge of the '059 Patent based upon the parties' licensing negotiations.  
28

1 Nevertheless, Defendants have infringed and continue to infringe the '059 Patent despite  
2 an objectively high likelihood that their actions constituted infringement.

3 **COUNT III-INFRINGEMENT OF U.S. PATENT NO. 7,218,243**

4 26. United States Patent No. 7,218,243, entitled "System and Method for  
5 Automatically Setting Up a Universal Remote Control" ("the '243 Patent") was duly and  
6 legally issued on May 15, 2007. UEI is the owner of the '243 Patent and holds all rights  
7 and interests in the '243 Patent. A true and correct copy of the '243 Patent is attached  
8 hereto as **Exhibit 3**.

9 27. Defendants have infringed and continue to infringe one or more claims of the  
10 '243 Patent by their manufacture, use, sale, importation, and/or offer for sale of certain  
11 remote controls and related technology, including but not limited to the following  
12 Accused Products and any similar products and related technology: Harmony H300,  
13 H650, H700, H900, One, H1100, and Harmony Revue.

14 28. With knowledge of the '243 Patent and their infringement of the '243 Patent,  
15 Defendants also have infringed and continue to infringe one or more claims of the '243  
16 Patent by contributing to and actively inducing others to use, sell, import, and/or offer for  
17 sale infringing products. Defendants are liable for their infringement of the '243 Patent  
18 pursuant to 35 U.S.C. § 271.

19 29. Defendants' acts of infringement have caused damage to UEI and UEI is  
20 entitled to recover from Defendants the damages it has sustained as a result of  
21 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
22 infringement of UEI's exclusive rights under the '243 Patent will continue to damage  
23 UEI, causing irreparable harm for which there is no adequate remedy at law, unless  
24 enjoined by this Court.

25 30. Defendants' infringement of the '243 Patent is willful and deliberate,  
26 entitling UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys' fees  
27 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants  
28 had actual knowledge of the '243 Patent based upon the Prior Litigation, the Agreement,

1 and the parties' licensing negotiations. Nevertheless, Defendants have infringed and  
2 continue to infringe the '243 Patent despite an objectively high likelihood that their  
3 actions constituted infringement.

4 **COUNT IV-INFRINGEMENT OF U.S. PATENT NO. 7,093,003**

5 31. United States Patent No. 7,093,003, entitled "System and Method for  
6 Upgrading the Remote Control Functionality of a Device" ("the '003 Patent") was duly  
7 and legally issued on August 15, 2006. UEI is the owner of the '003 Patent and holds all  
8 rights and interests in the '003 Patent. A true and correct copy of the '003 Patent is  
9 attached hereto as **Exhibit 4**.

10 32. Defendants have infringed and continue to infringe one or more claims of the  
11 '003 Patent by their manufacture, use, sale, importation, and/or offer for sale of certain  
12 remote controls and related technology, including but not limited to the following  
13 Accused Products and any similar products and related technology: Harmony H300,  
14 H650, H700, H900, One, and H1100.

15 33. With knowledge of the '003 Patent and their infringement of the '003 Patent,  
16 Defendants also have infringed and continue to infringe one or more claims of the '003  
17 Patent by contributing to and actively inducing others to use, sell, import, and/or offer for  
18 sale infringing products. Defendants are liable for their infringement of the '003 Patent  
19 pursuant to 35 U.S.C. § 271.

20 34. Defendants' acts of infringement have caused damage to UEI and UEI is  
21 entitled to recover from Defendants the damages it has sustained as a result of  
22 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
23 infringement of UEI's exclusive rights under the '003 Patent will continue to damage  
24 UEI, causing irreparable harm for which there is no adequate remedy at law, unless  
25 enjoined by this Court.

26 35. Defendants' infringement of the '003 Patent is willful and deliberate,  
27 entitling to UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys' fees  
28 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants



1 had actual knowledge of the '003 Patent based upon the Prior Litigation, the Agreement,  
2 and the parties' licensing negotiations. Nevertheless, Defendants have infringed and  
3 continue to infringe the '003 Patent despite an objectively high likelihood that their  
4 actions constituted infringement.

5 **COUNT V-INFRINGEMENT OF U.S. PATENT NO. 7,831,930**

6 36. United States Patent No. 7,831,930, entitled "System and Method for  
7 Displaying a User Interface for a Remote Control Application" ("the '930 Patent") was  
8 duly and legally issued on November 9, 2010. UEI is the owner of the '930 Patent and  
9 holds all rights and interests in the '930 Patent. A true and correct copy of the '930  
10 Patent is attached hereto as **Exhibit 5**.

11 37. Defendants have infringed and continue to infringe one or more claims of the  
12 '930 Patent by their manufacture, use, sale, importation, and/or offer for sale of certain  
13 remote controls and related technology, including but not limited to the following  
14 Accused Products and any similar products and related technology: Harmony H650,  
15 H700, H900, One, and H1100.

16 38. With knowledge of the '930 Patent and their infringement of the '930 Patent,  
17 Defendants also have infringed and continue to infringe one or more claims of the '930  
18 Patent by contributing to and actively inducing others to use, sell, import, and/or offer for  
19 sale infringing products. Defendants are liable for their infringement of the '930 Patent  
20 pursuant to 35 U.S.C. § 271.

21 39. Defendants' acts of infringement have caused damage to UEI and UEI is  
22 entitled to recover from Defendants the damages it has sustained as a result of  
23 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
24 infringement of UEI's exclusive rights under the '930 Patent will continue to damage  
25 UEI, causing irreparable harm for which there is no adequate remedy at law, unless  
26 enjoined by this Court.

1                                    **COUNT VI-INFRINGEMENT OF U.S. PATENT NO. 7,782,309**

2            40. United States Patent No. 7,782,309 entitled “Controlling Device with Dual-  
3 Mode, Touch-Sensitive Display” (“the ‘309 Patent”) was duly and legally issued on  
4 August 24, 2010. UEI is the owner of the ‘309 Patent and holds all rights and interests in  
5 the ‘309 Patent. A true and correct copy of the ‘309 Patent is attached hereto as **Exhibit**  
6 **6**.

7            41. Defendants have infringed and continue to infringe one or more claims of the  
8 ‘309 Patent by their manufacture, use, sale, importation, and/or offer for sale of certain  
9 remote controls and related technology, including but not limited to the following  
10 Accused Products and any similar products and related technology: Logitech Revue,  
11 Logitech Mini Controller for Logitech Revue, Logitech Harmony App for iPhone,  
12 Logitech Harmony App for Android, and applications and/or programming for touch  
13 screen mobile devices.

14           42. With knowledge of the ‘309 Patent and their infringement of the ‘309 Patent,  
15 Defendants also have infringed and continue to infringe one or more claims of the ‘309  
16 Patent by contributing to and actively inducing others to use, sell, import, and/or offer for  
17 sale infringing products. Defendants are liable for their infringement of the ‘309 Patent  
18 pursuant to 35 U.S.C. § 271.

19           43. Defendants’ acts of infringement have caused damage to UEI and UEI is  
20 entitled to recover from Defendants the damages it has sustained as a result of  
21 Defendants’ wrongful acts in an amount subject to proof at trial. Defendants’  
22 infringement of UEI’s exclusive rights under the ‘309 Patent will continue to damage  
23 UEI, causing irreparable harm for which there is no adequate remedy at law, unless  
24 enjoined by this Court.

25                                    **COUNT VII-INFRINGEMENT OF U.S. PATENT NO. 7,821,504**

26           44. United States Patent No. 7,821,504 entitled “Controlling Device with Dual-  
27 Mode, Touch-Sensitive Display” (“the ‘504 Patent”) was duly and legally issued on  
28 October 26, 2010. UEI is the owner of the ‘504 Patent and holds all rights and interests

1 in the '504 Patent. A true and correct copy of the '504 Patent is attached hereto as  
2 **Exhibit 7.**

3 45. Defendants have infringed and continue to infringe one or more claims of the  
4 '504 Patent by their manufacture, use, sale, importation, and/or offer for sale of certain  
5 remote controls and related technology, including but not limited to the following  
6 Accused Products and any similar products and related technology: Logitech Revue,  
7 Logitech Mini Controller for Logitech Revue, Logitech Harmony App for iPhone,  
8 Logitech Harmony App for Android, and applications and/or programming for touch  
9 screen mobile devices.

10 46. With knowledge of the '504 Patent and their infringement of the '504 Patent,  
11 Defendants also have infringed and continue to infringe one or more claims of the '504  
12 Patent by contributing to and actively inducing others to use, sell, import, and/or offer for  
13 sale infringing products. Defendants are liable for their infringement of the '504 Patent  
14 pursuant to 35 U.S.C. § 271.

15 47. Defendants' acts of infringement have caused damage to UEI and UEI is  
16 entitled to recover from Defendants the damages it has sustained as a result of  
17 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
18 infringement of UEI's exclusive rights under the '504 Patent will continue to damage  
19 UEI, causing irreparable harm for which there is no adequate remedy at law, unless  
20 enjoined by this Court.

21 **COUNT VIII-INFRINGEMENT OF U.S. PATENT NO. 7,821,505**

22 48. United States Patent No. 7,821,505 entitled "Controlling Device with Dual-  
23 Mode, Touch-Sensitive Display" ("the '505 Patent") was duly and legally issued on  
24 October 26, 2010. UEI is the owner of the '505 Patent and holds all rights and interests  
25 in the '504 Patent. A true and correct copy of the '505 Patent is attached hereto as  
26 **Exhibit 8.**

27 49. Defendants have infringed and continue to infringe one or more claims of the  
28 '505 Patent by their manufacture, use, sale, importation, and/or offer for sale of certain

1 remote controls and related technology, including but not limited to the following  
2 Accused Products and any similar products and related technology: Logitech Revue,  
3 Logitech Mini Controller for Logitech Revue, Logitech Harmony App for iPhone,  
4 Logitech Harmony App for Android, and applications and/or programming for touch  
5 screen mobile devices.

6 50. With knowledge of the '505 Patent and their infringement of the '505 Patent,  
7 Defendants also have infringed and continue to infringe one or more claims of the '505  
8 Patent by contributing to and actively inducing others to use, sell, import, and/or offer for  
9 sale infringing products. Defendants are liable for their infringement of the '505 Patent  
10 pursuant to 35 U.S.C. § 271.

11 51. Defendants' acts of infringement have caused damage to UEI and UEI is  
12 entitled to recover from Defendants the damages it has sustained as a result of  
13 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
14 infringement of UEI's exclusive rights under the '505 Patent will continue to damage  
15 UEI, causing irreparable harm for which there is no adequate remedy at law, unless  
16 enjoined by this Court.

17 **COUNT IX-INFRINGEMENT OF U.S. PATENT NO. 7,106,209**

18 52. United States Patent No. 7,106,209, entitled "Programming a Universal  
19 Remote Control" ("the '209 Patent") was duly and legally issued on September 12, 2006.  
20 UEI is the exclusive licensee of the '209 Patent and holds all substantial rights and  
21 interests to enforce the '209 Patent. A true and correct copy of the '209 Patent is  
22 attached hereto as **Exhibit 9**.

23 53. Defendants have infringed and continue to infringe one or more claims of the  
24 '003 Patent by their manufacture, use, sale, importation, and/or offer for sale of certain  
25 remote controls and related technology, including but not limited to the following  
26 Accused Products and any similar products and related technology: Harmony H300,  
27 H650, H700, H900, One, H1100, and Logitech Revue.  
28

1 54. With knowledge of the '209 Patent and their infringement of the '209 Patent,  
2 Defendants also have infringed and continue to infringe one or more claims of the '209  
3 Patent by contributing to and actively inducing others to use, sell, import, and/or offer for  
4 sale infringing products. Defendants are liable for their infringement of the '209 Patent  
5 pursuant to 35 U.S.C. § 271.

6 55. Defendants' acts of infringement have caused damage to UEI and UEI is  
7 entitled to recover from Defendants the damages it has sustained as a result of  
8 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
9 infringement of UEI's exclusive rights under the '209 Patent will continue to damage  
10 UEI, causing irreparable harm for which there is no adequate remedy at law, unless  
11 enjoined by this Court.

12 56. Defendants' infringement of the '209 Patent is willful and deliberate,  
13 entitling to UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys' fees  
14 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants  
15 had actual knowledge of the '209 Patent based upon the parties' licensing negotiations.  
16 Nevertheless, Defendants have infringed and continue to infringe the '209 Patent despite  
17 an objectively high likelihood that their actions constituted infringement.

18 **COUNT X-INFRINGEMENT OF U.S. PATENT NO. 7,259,696**

19 57. United States Patent No. 7,259,696, entitled "Interactive Web-Based Codeset  
20 Selection and Development Tool" ("the '696 Patent") was duly and legally issued on  
21 August 21, 2007. UEI is the exclusive licensee of the '696 Patent and holds all  
22 substantial rights and interests to enforce the '696 Patent. A true and correct copy of the  
23 '696 Patent is attached hereto as **Exhibit 10**.

24 58. Defendants have infringed and continue to infringe one or more claims of the  
25 '696 Patent by their manufacture, use, sale, importation, and/or offer for sale of certain  
26 remote controls and related technology, including but not limited to the following  
27 Accused Products and any similar products and related technology: Harmony H300,  
28 H650, H700, H900, One, H1100, and Logitech Revue.

1 59. With knowledge of the '696 Patent and their infringement of the '696 Patent,  
2 Defendants also have infringed and continue to infringe one or more claims of the '696  
3 Patent by contributing to and actively inducing others to use, sell, import, and/or offer for  
4 sale infringing products. Defendants are liable for their infringement of the '696 Patent  
5 pursuant to 35 U.S.C. § 271.

6 60. Defendants' acts of infringement have caused damage to UEI and UEI is  
7 entitled to recover from Defendants the damages it has sustained as a result of  
8 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
9 infringement of UEI's exclusive rights under the '696 Patent will continue to damage  
10 UEI, causing irreparable harm for which there is no adequate remedy at law, unless  
11 enjoined by this Court.

12 61. Defendants' infringement of the '696 Patent is willful and deliberate,  
13 entitling UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys' fees  
14 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants  
15 had actual knowledge of the '696 Patent based upon the parties' licensing negotiations.  
16 Nevertheless, Defendants have infringed and continue to infringe the '696 Patent despite  
17 an objectively high likelihood that their actions constituted infringement.

18 **COUNT XI-INFRINGEMENT OF U.S. PATENT NO. 5,255,313**

19 62. United States Patent No. 5,255,313, entitled "Universal Remote Control  
20 System" ("the '313 Patent") was duly and legally issued on October 19, 1993. UEI is the  
21 owner of the '313 Patent and holds all rights and interests in the '313 Patent. A true and  
22 correct copy of the '209 Patent is attached hereto as **Exhibit 11**.

23 63. Defendants have infringed one or more claims of the '313 Patent by their  
24 manufacture, use, sale, importation, and/or offer for sale of certain remote controls and  
25 related technology, including but not limited to the following Accused Products and any  
26 similar products and related technology: Harmony H300, H650, H700, H900, One, and  
27 H1100.  
28

1 64. With knowledge of the '313 Patent and their infringement of the '313 Patent,  
2 Defendants also have infringed one or more claims of the '313 Patent by contributing to  
3 and actively inducing others to use, sell, import, and/or offer for sale infringing products.  
4 Defendants are liable for their infringement of the '313 Patent pursuant to 35 U.S.C. §  
5 271.

6 65. Defendants' acts of infringement have caused damage to UEI and UEI is  
7 entitled to recover from Defendants the damages it has sustained as a result of  
8 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
9 infringement of UEI's exclusive rights under the '313 Patent damaged UEI and caused  
10 irreparable harm for which there is no adequate remedy at law.

11 66. Defendants' infringement of the '313 Patent is willful and deliberate,  
12 entitling UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys' fees  
13 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants  
14 had actual knowledge of the '313 Patent based upon the Prior Litigation, the Agreement  
15 and the parties' licensing negotiations. Nevertheless, Defendants have infringed and  
16 continue to infringe the '313 Patent despite an objectively high likelihood that their  
17 actions constituted infringement.

18 **COUNT XII-INFRINGEMENT OF U.S. PATENT NO. 5,228,077**

19 67. United States Patent No. 5,228,077, entitled "Remotely Upgradable  
20 Universal Remote Control" ("the '077 Patent") was duly and legally issued on July 13,  
21 1993. UEI is the owner of the '077 Patent and holds all rights and interests in the '077  
22 Patent. A true and correct copy of the '209 Patent is attached hereto as **Exhibit 12**.

23 68. Defendants have infringed one or more claims of the '077 Patent by their  
24 manufacture, use, sale, importation, and/or offer for sale of certain remote controls and  
25 related technology, including but not limited to the following Accused Products and any  
26 similar products and related technology: Harmony H300, H650, H700, H900, One, and  
27 H1100.  
28

1 69. With knowledge of the '077 Patent and their infringement of the '077 Patent,  
2 Defendants also have infringed one or more claims of the '077 Patent by contributing to  
3 and actively inducing others to use, sell, import, and/or offer for sale infringing products.  
4 Defendants are liable for their infringement of the '077 Patent pursuant to 35 U.S.C. §  
5 271.

6 70. Defendants' acts of infringement have caused damage to UEI and UEI is  
7 entitled to recover from Defendants the damages it has sustained as a result of  
8 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
9 infringement of UEI's exclusive rights under the '077 Patent damaged UEI and caused  
10 irreparable harm for which there is no adequate remedy at law.

11 71. Defendants' infringement of the '077 Patent is willful and deliberate,  
12 entitling UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys' fees  
13 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants  
14 had actual knowledge of the '077 Patent based upon the Prior Litigation, the Agreement  
15 and the parties' licensing negotiations. Nevertheless, Defendants have infringed and  
16 continue to infringe the '077 Patent despite an objectively high likelihood that their  
17 actions constituted infringement.

18 **COUNT XIII-INFRINGEMENT OF U.S. PATENT NO. 5,414,761**

19 72. United States Patent No. 5,414,761, entitled "Remote Control System" ("the  
20 '761 Patent") was duly and legally issued on May 9, 1995. UEI is the owner of the '761  
21 Patent and holds all rights and interests in the '761 Patent. A true and correct copy of the  
22 '761 Patent is attached hereto as **Exhibit 13**.

23 73. Defendants have infringed one or more claims of the '761 Patent by their  
24 manufacture, use, sale, importation, and/or offer for sale of certain remote controls and  
25 related technology, including but not limited to the following Accused Products and any  
26 similar products and related technology: Harmony H300, H650, H700, H900, One, and  
27 H1100.  
28



1 74. With knowledge of the '761 Patent and their infringement of the '761 Patent,  
2 Defendants also have infringed one or more claims of the '761 Patent by contributing to  
3 and actively inducing others to use, sell, import, and/or offer for sale infringing products.  
4 Defendants are liable for their infringement of the '761 Patent pursuant to 35 U.S.C. §  
5 271.

6 75. Defendants' acts of infringement have caused damage to UEI and UEI is  
7 entitled to recover from Defendants the damages it has sustained as a result of  
8 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
9 infringement of UEI's exclusive rights under the '761 Patent damaged UEI and caused  
10 irreparable harm for which there is no adequate remedy at law.

11 76. Defendants' infringement of the '761 Patent is willful and deliberate,  
12 entitling UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys' fees  
13 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants  
14 had actual knowledge of the '761 Patent based upon the Prior Litigation, the Agreement  
15 and the parties' licensing negotiations. Nevertheless, Defendants have infringed and  
16 continue to infringe the '761 Patent despite an objectively high likelihood that their  
17 actions constituted infringement.

18 **COUNT XIV-INFRINGEMENT OF U.S. PATENT NO. 7,589,642**

19 77. United States Patent No. 7,589,642, entitled "Relaying Key Code Signals  
20 Through a Remote Control Device" ("the '642 Patent") was duly and legally issued on  
21 September 15, 2009. UEI is the exclusive licensee of the '642 Patent and holds all  
22 substantial rights and interests to enforce the '642 Patent. A true and correct copy of the  
23 '642 Patent is attached hereto as **Exhibit 14**.

24 78. Defendants have infringed one or more claims of the '642 Patent by their  
25 manufacture, use, sale, importation, and/or offer for sale of certain remote controls and  
26 related technology, including but not limited to the following Accused Products and any  
27 similar products and related technology: Logitech Revue.  
28

1 79. With knowledge of the '642 Patent and their infringement of the '642 Patent,  
2 Defendants also have infringed one or more claims of the '642 Patent by contributing to  
3 and actively inducing others to use, sell, import, and/or offer for sale infringing products.  
4 Defendants are liable for their infringement of the '642 Patent pursuant to 35 U.S.C. §  
5 271.

6 80. Defendants' acts of infringement have caused damage to UEI and UEI is  
7 entitled to recover from Defendants the damages it has sustained as a result of  
8 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
9 infringement of UEI's exclusive rights under the '642 Patent damaged UEI and caused  
10 irreparable harm for which there is no adequate remedy at law.

11 81. Defendants' infringement of the '642 Patent is willful and deliberate,  
12 entitling UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys' fees  
13 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants  
14 had actual knowledge of the '642 Patent based upon the parties' licensing negotiations.  
15 Nevertheless, Defendants have infringed and continue to infringe the '642 Patent despite  
16 an objectively high likelihood that their actions constituted infringement.

17 **COUNT XV-INFRINGEMENT OF U.S. PATENT NO. 7,126,468**

18 82. United States Patent No. 7,126,468 entitled "System and Method for  
19 Monitoring Remote Control Transmissions" ("the '468 Patent") was duly and legally  
20 issued on October 24, 2006. UEI is the owner of the '468 Patent and holds all rights and  
21 interests in the '468 Patent. A true and correct copy of the '468 Patent is attached hereto  
22 as **Exhibit 15**.

23 83. Defendants have infringed one or more claims of the '468 Patent by their  
24 manufacture, use, sale, importation, and/or offer for sale of certain remote controls and  
25 related technology, including but not limited to the following Accused Products and any  
26 similar products and related technology: Logitech Revue.

27 84. With knowledge of the '468 Patent and their infringement of the '468 Patent,  
28 Defendants also have infringed one or more claims of the '468 Patent by contributing to

1 and actively inducing others to use, sell, import, and/or offer for sale infringing products.  
2 Defendants are liable for their infringement of the '468 Patent pursuant to 35 U.S.C. §  
3 271.

4 85. Defendants' acts of infringement have caused damage to UEI and UEI is  
5 entitled to recover from Defendants the damages it has sustained as a result of  
6 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
7 infringement of UEI's exclusive rights under the '468 Patent damaged UEI and caused  
8 irreparable harm for which there is no adequate remedy at law.

9 86. Defendants' infringement of the '468 Patent is willful and deliberate,  
10 entitling UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys' fees  
11 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants  
12 had actual knowledge of the '468 Patent based upon the parties' licensing negotiations.  
13 Nevertheless, Defendants have infringed and continue to infringe the '468 Patent despite  
14 an objectively high likelihood that their actions constituted infringement.

15 **COUNT XVI-INFRINGEMENT OF U.S. PATENT NO. 6,097,309**

16 87. United States Patent No. 6,097,309, entitled "Remote Control Learning  
17 System and Method Using Signal Envelope Pattern Recognition" ("the '7309 Patent")  
18 was duly and legally issued on August 1, 2000. UEI is the owner of the '7309 Patent and  
19 holds all rights and interests in the '7309 Patent. A true and correct copy of the '7309  
20 Patent is attached hereto as **Exhibit 16**.

21 88. Defendants have infringed and continue to infringe one or more claims of the  
22 '7309 Patent by their manufacture, use, sale, importation, and/or offer for sale of certain  
23 remote controls and related technology, including but not limited to the following  
24 Accused Products and any similar products and related technology: Harmony H300,  
25 H650, H700, H900, One, H1100, and Logitech Revue.

26 89. With knowledge of the '7309 Patent and their infringement of the '7309,  
27 Patent Defendants also have infringed and continue to infringe one or more claims of the  
28 '7309 Patent by contributing to and actively inducing others to use, sell, import, and/or

1 offer for sale infringing products. Defendants are liable for their infringement of the  
2 '7309 Patent pursuant to 35 U.S.C. § 271.

3 90. Defendants' acts of infringement have caused damage to UEI and UEI is  
4 entitled to recover from Defendants the damages it has sustained as a result of  
5 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
6 infringement of UEI's exclusive rights under the '7309 Patent will continue to damage  
7 UEI, causing irreparable harm for which there is no adequate remedy at law, unless  
8 enjoined by this Court.

9 91. Defendants' infringement of the '7309 Patent is willful and deliberate,  
10 entitling UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys' fees  
11 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants  
12 had actual knowledge of the '7309 Patent based upon the parties' licensing negotiations.  
13 Nevertheless, Defendants have infringed and continue to infringe the '7309 Patent  
14 despite an objectively high likelihood that their actions constituted infringement.

15 **COUNT XVII-INFRINGEMENT OF U.S. PATENT NO. 6,522,262**

16 92. United States Patent No. 6,522,262, entitled "Medium and System For  
17 Signal Envelope Pattern Recognition" ("the '262 Patent") was duly and legally issued on  
18 February 18, 2003. UEI is the owner of the '262 Patent and holds all rights and interests  
19 in the '262 Patent. A true and correct copy of the '262 Patent is attached hereto as  
20 **Exhibit 17.**

21 93. Defendants have infringed and continue to infringe one or more claims of the  
22 '262 Patent by their manufacture, use, sale, importation, and/or offer for sale of certain  
23 remote controls and related technology, including but not limited to the following  
24 Accused Products and any similar products and related technology: Harmony H300,  
25 H650, H700, H900, One, H1100, and Logitech Revue.

26 94. With knowledge of the '262 Patent and their infringement of the '262 Patent,  
27 Defendants also have infringed and continue to infringe one or more claims of the '262  
28 Patent by contributing to and actively inducing others to use, sell, import, and/or offer for

1 sale infringing products. Defendants are liable for their infringement of the '262 Patent  
2 pursuant to 35 U.S.C. § 271.

3 95. Defendants' acts of infringement have caused damage to UEI and UEI is  
4 entitled to recover from Defendants the damages it has sustained as a result of  
5 Defendants' wrongful acts in an amount subject to proof at trial. Defendants'  
6 infringement of UEI's exclusive rights under the '262 Patent will continue to damage  
7 UEI, causing irreparable harm for which there is no adequate remedy at law, unless  
8 enjoined by this Court.

9 96. Defendants' infringement of the '262 Patent is willful and deliberate,  
10 entitling UEI to increased damages pursuant to 35 U.S.C. § 284 and to attorneys' fees  
11 and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285. Defendants  
12 had actual knowledge of the '262 Patent based upon the parties' licensing negotiations.  
13 Nevertheless, Defendants have infringed and continue to infringe the '262 Patent despite  
14 an objectively high likelihood that their actions constituted infringement.

15 **JURY DEMAND**

16 UEI demands a trial by jury on all issues so triable.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff UEI respectfully requests entry of judgment in its favor  
19 and against Logitech International S.A., Logitech, Inc., and Logitech Europe S.A. as  
20 follows:

21 a. Declaring that Defendants Logitech International S.A., Logitech, Inc.,  
22 and Logitech Europe S.A. have infringed the patents disclosed in Counts I through XVII;

23 b. Awarding Plaintiff UEI damages arising out of Defendants Logitech  
24 International S.A., Logitech, Inc., and Logitech Europe S.A.'s infringement, including  
25 enhanced damages pursuant to 35 U.S.C. § 284, together with prejudgment and post-  
26 judgment interest, in an amount according to proof;

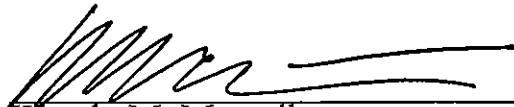
1 c. Permanently enjoining Defendants and their respective officers, agents,  
2 employees, and those acting in privity with them, from further infringement, including  
3 contributory infringement and/or inducing infringement;

4 d. Awarding attorneys' fees pursuant to 35 U.S.C. § 285 or as otherwise  
5 permitted by law; and

6 Awarding such other costs and further relief as the Court may deem just and  
7 proper.

8  
9 Dated: July 15, 2011

10  
11 Respectfully submitted,

12  
13 

14 Wendy M. Mantell  
15 GREENBERG TRAUIG LLP  
16 2450 Colorado Avenue  
17 Suite 400 East  
18 Santa Monica, CA 90404  
19 Telephone: 310-586-7700  
20 Facsimile: 310-586-7800

21 Michael A. Nicodema  
22 GREENBERG TRAUIG LLP  
23 MetLife Building  
24 200 Park Avenue  
25 New York, NY 10166

26 Kevin J. O'Shea  
27 James J. Lukas, Jr.  
28 GREENBERG TRAUIG LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601  
Telephone: 312-456-8400  
Fax: 312-456-8435

*Counsel for Plaintiff, Universal  
Electronics Inc.*

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# **EXHIBIT 1**





US005552917A

**United States Patent** [19]

[11] **Patent Number:** **5,552,917**

**Darbee et al.**

[45] **Date of Patent:** **Sep. 3, 1996**

- [54] **REMOTE CONTROL**
- [75] **Inventors:** Paul V. Darbee, Santa Ana; Richard E. Ellis, Garden Grove; Louis S. Jansky, Long Beach; Avram S. Grossman, Santa Ana, all of Calif.
- [73] **Assignee:** Universal Electronics Inc., Twinsburg, Ohio

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**OTHER PUBLICATIONS**

- [21] **Appl. No.:** 314,970
- [22] **Filed:** Sep. 29, 1994

**Related U.S. Application Data**

- [62] Division of Ser. No. 93,512, Jul. 16, 1993, which is a continuation of Ser. No. 586,957, Sep. 24, 1990, which is a division of Ser. No. 127,999, Dec. 2, 1987, Pat. No. 4,959, 810, which is a continuation-in-part of Ser. No. 109,336, Oct. 14, 1987, abandoned.
- [51] **Int. Cl.<sup>6</sup>** ..... H04B 10/00; H04B 10/24
- [52] **U.S. Cl.** ..... 359/148; 340/825.72; 348/734
- [58] **Field of Search** ..... 348/734; 359/148, 359/142; 340/825.57, 825.72

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*Primary Examiner*—Leslic Pascal  
*Attorney, Agent, or Firm*—Thomas R. Vigil

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[57] **ABSTRACT**

The remote control comprises: input circuitry and structure including a set of keys or pushbuttons for inputting commands to the remote control; infrared signal output circuitry for supplying an infrared signal to a controlled device including IR lamp driver circuitry; a central processing unit (CPU) coupled to the input circuitry and structure and to said signal output circuitry means; a memory coupled to the CPU; code data for generating infrared codes stored in the memory; and data coupling circuitry and structure coupled to the CPU for enabling at least one of instruction codes or of infrared code data for generating infrared codes to be supplied from outside the remote control through the data coupling circuitry and structure directly to the CPU for entry into the memory to enable a user of the remote control to operate a selected controlled device upon inputting commands to the remote control by depressing selected keys of the remote control.

**3 Claims, 17 Drawing Sheets**

