

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

PANTHER INNOVATIONS, LLC

Plaintiff,

v.

SONY CORPORATION, a Japanese Corporation, SONY INTERACTIVE ENTERTAINMENT LLC, a California Company, and SONY INTERACTIVE ENTERTAINMENT AMERICA, LLC, a Delaware Company,

Defendants.

CIVIL ACTION NO. 2:22-cv-00387

ORIGINAL COMPLAINT FOR PATENT
INFRINGEMENT

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Panther Innovations, LLC (“Panther” or “Plaintiff”) files this Complaint for patent infringement against Defendants Sony Corporation, Sony Interactive Entertainment LLC, and Sony Interactive Entertainment America, LLC (collectively “Sony” or “Defendants”) and states as follows:

THE PARTIES

1. Panther is a Texas limited liability company with a principal place of business at 2325 Oak Alley, Tyler, Texas 75703.

2. Sony Corporation is a corporation organized and existing under the laws of Japan, with a principal place of business at 1-7-1 Konan, Minato-ku, Tokyo 109-0075, Japan. Sony Corporation is a Japanese multinational conglomerate, with businesses including gaming, consumer and professional electronics, entertainment, and financial services.

3. Sony Interactive Entertainment LLC (“SIE”) is a limited liability company organized and existing under the laws of the State of California, having a principal place of business at 2207 Bridgepointe PKWY, San Mateo, CA 94404. SIE is a wholly owned subsidiary of Japanese conglomerate Sony Corporation. SIE is the Sony entity that integrates PlayStation’s hardware, software, content and network operations across the world. SIE undertakes product research, development, design, marketing, sales, production, distribution and customer service for PlayStation hardware, software, content, and network services and acts as a developer and publisher of video game titles. Upon information and belief, SIE has authority to negotiate and enter into patent licenses on behalf of Sony Corporation. SIE may be served via its registered agent, Corporation Service Company, at 211 East 7th Street, Suite 620, Austin, Texas 78701.

4. Sony Interactive Entertainment America, LLC (“SIEA”) is a limited liability company organized under the laws of the State of Delaware, with a principal place of business at 2207 Bridgepoint Pkwy., San Mateo, CA 94404. SIEA is a wholly owned subsidiary of Japanese conglomerate Sony Corporation. SIEA is responsible for the research, development, distribution, marketing and sale of the PlayStation brand and family of products and services in North America. SIEA works with SIE in the development, production, and sales of PlayStation’s hardware, software, content, and network operations in the United States. SIEA may be served through its registered agent for service, Corporation Service Company, at 211 East 7th Street, Suite 620, Austin, Texas 78701.

JURISDICTION AND VENUE

5. This is an action for infringement of a United States patent arising under 35 U.S.C. §§ 271, 281, and 284–85, among others. This Court has exclusive subject matter jurisdiction over this case pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. Sony Corporation, as a foreign corporation, may be sued in any district under 28 U.S.C. § 1391(c)(3). The Supreme Court’s “decision in *TC Heartland* does not alter” the rule that alien defendants are exempt from the patent venue statute. See *In re HTC Corp.*, 889 F.3d 1349, 1357 (Fed. Cir. 2018).

7. SIE and SIEA have regular and established places of business located in the Eastern District of Texas.

8. Sony has placed infringing products like its PlayStation 3 gaming console, PlayStation 3D Display Device, and TDG-SV5P SimulView Gaming Glasses, into the stream of commerce knowing or understanding that such products would be used in the United States, including in the Eastern District of Texas.

9. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391 and 1400(b) on the grounds that Defendants have committed acts of infringement in the district and have regular and established places of business in the district.

THE ASSERTED PATENTS

10. Panther is the owner by assignment of all right, title, and interest in and to United States Patent Number 9,712,811 (the “’811 Patent”), titled “Viewing of Different Full-Screen Television Content by Different Viewers at the Same Time Using Configured Glasses and a Related Display,” including the right to sue for all past, present, and future infringement.

11. Exhibit A is a true and correct copy of the ’811 Patent.

12. The ’811 Patent issued from application no. 12/983,223, which was filed on December 31, 2010.

13. The Patent Office issued the ’811 Patent on July 18, 2017, after a full and fair examination.

14. The '811 Patent is valid and enforceable.

15. Panther is the owner by assignment of all right, title, and interest in and to United States Patent Number 10,477,195 (the "'195 Patent"), titled "Viewing of Different Full-Screen Television Content by Different Viewers at the Same Time Using Configured Glasses and a Related Display," including the right to sue for all past, present, and future infringement.

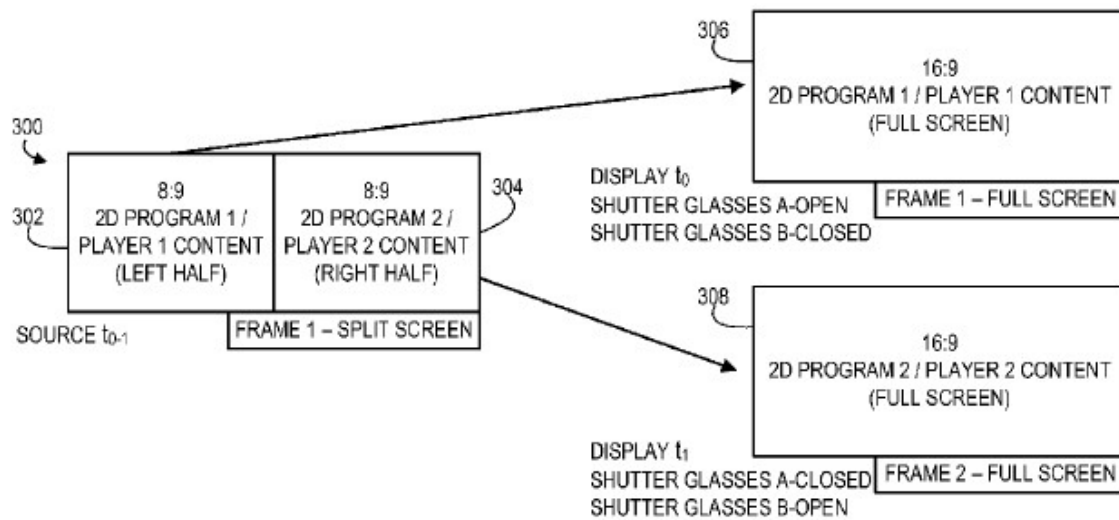
16. Exhibit B is a true and correct copy of the '195 Patent.

17. The '195 Patent issued from application no. 15/649,159, which was filed on July 13, 2017.

18. The Patent Office issued the '195 Patent on November 12, 2019, after a full and fair examination.

19. The '195 Patent is valid and enforceable.

20. The '811 Patent and the '195 Patent (together, the "Asserted Patents") describe methods and systems for displaying full-screen content on the same television at the same time by displaying the content as two full-screen sequential frames that may be provided as a single combined frame. With the help of configured glasses, a user may view different content as full screen content where one pair of configured glasses views an initial one of sequential frames but blocks the subsequent one and another pair of configured glasses blocks the initial one and views the subsequent one.



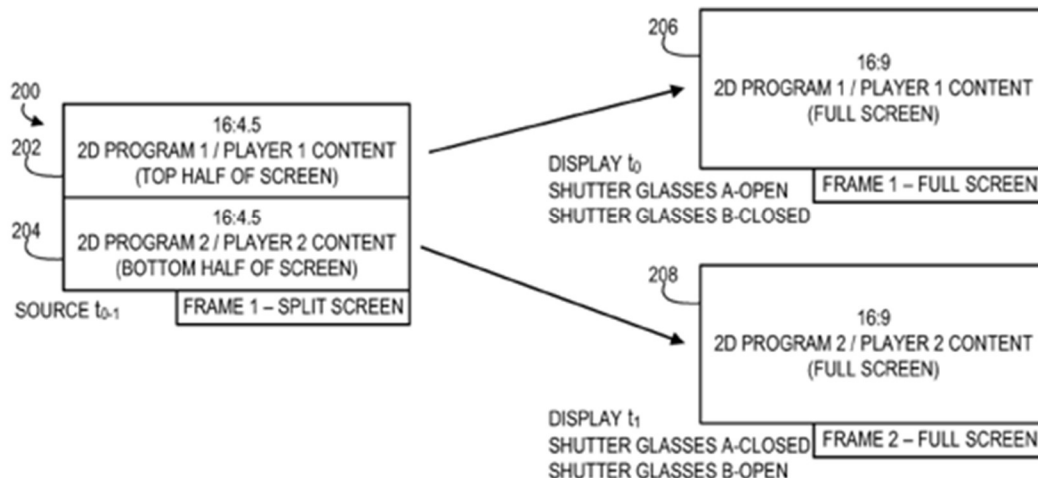
'811 Patent, Fig. 5.

21. The inventor of the Asserted Patents recognized that while “[v]iewers of television content on a particular television conventionally view the same content as other viewers watching the same television at the same time” it may nevertheless “be desirable for one or more viewers to see television content that differs from the television content being seen by one or more other viewers watching the same television at the same time.” ’811 Patent, 1:27-33. For example, “two users may be playing a video game on the same television at the same time where each user has a user specific view of the game content.” *Id.* at 1:37-39.

22. The Asserted Patents provide a distinct advantage over the prior such as providing a full-screen display for two or more users of different content on the same display as opposed to a picture-in-picture approach or a split screen presentation.

23. The Asserted Patents describe and claim a specific way to allow multiple users to view different content on the same television at the same time by: (1) using a source device to produce signals in a display having one type of content in one region of a frame for one viewer and another type of content in another region for another viewer and (2) using configured glasses

that are synced to the produced signals such that only the frame regions relevant for a particular user are displayed.



'811 Patent, Fig. 4.

24. A person of ordinary skill in the art at the time of the invention would have recognized that the methods and systems claimed in the Asserted Patents were unconventional and describe methods and systems of permitting multiple users to view different television content on the same display at the same time in a way that was not routine.

25. A person of ordinary skill in the art at the time of the invention would have understood that there was no conventional manner in which to view different full screen television content on the same television at the same time. A skilled artisan, at the time of the invention, would have recognized the problem that, using picture-in-picture or a split screen approach was not an ideal solution to the problem of viewing different content on the same television at the same time because each viewer could see the other's content and the content could not be displayed full screen.

26. Claim 1 of the '811 Patent recites:

What is claimed is:

1. A method of viewing different game content in a full screen on a same television, comprising:
producing a multi-player split screen output from a game console;
converting the multi-player split screen output to two sequential full screen frames at the television;
viewing a first of the two sequential full screen frames using a first pair of configured glasses that blocks a second of the two sequential full screen frames; and
viewing the second of the two sequential full screen frames using a second pair of configured glasses that blocks the first of the two sequential full screen frames.

27. A person skilled in the art at the time of the invention would have understood that the steps of “producing a multi-player split screen output from a game console” and “converting the multi-player split screen output to two sequential full screen frames at the television” were not conventional, well-understood, or routine.

28. A person of ordinary skill in the art at the time of the invention would have understood that the step of “viewing a first of the two sequential full screen frames using a first pair of configured glasses that blocks a second of the two sequential full frames” was not conventional, well-understood, or routine.

29. A person of ordinary skill in the art at the time of the invention would have understood that the step of “viewing the second of the two sequential full screen frames using a second pair of configured glasses that blocks the first of the two sequential full screen frames” was not conventional, well-understood, or routine.

30. A person of ordinary skill in the art at the time of the invention would have understood that the combination of steps in claim 1 of the '811 Patent was not conventional, well-understood, or routine.

31. A person skilled in the art at the time of the invention would have understood that the claims of the '811 Patent recite steps and structural limitations operating in an unconventional manner to achieve an improved operation of viewing television content by different viewers of the same display at the same time.

32. The novel use and arrangement of the specific combinations and steps recited in the '811 claims were not well-understood, routine, nor conventional to a person skilled in the relevant field at the time of the inventions.

33. Claim 1 of the '195 Patent states:

What is claimed is:

1. A system for viewing different game content in a full screen, comprising:
 - a display device configured to receive a frame packed split screen signal that includes a first player game content in a first spatial region of the frame packed split screen signal and a second player game content in a second spatial region of the frame packed split screen signal,
 - the frame packed split screen signal having double the vertical resolution or double the horizontal resolution of a full screen resolution of the display device such that the first spatial region and the second spatial region within the frame packed split screen signal are in the full screen resolution of the display device,
 - the display device being further configured to display the frame packed split screen signal such that the first player game content is viewable in full screen by using a first pair of glasses that blocks the second player game content and such that the second player game content is viewable in full screen by using a second pair of glasses that blocks the first player game content,
 - wherein the first player game content and the second player game content of the frame packed split screen signal are not upscaled to be viewable in full screen.

34. A person skilled in the art at the time of the invention would have understood that the limitation of “a display device configured to receive a frame packed split screen signal that includes a first player game content in a first spatial region of the frame packed split screen signal and a second player game content in a second spatial region of the frame packed split screen signal” was not conventional, well-understood, or routine.

35. A person skilled in the art at the time of the invention would have understood that the limitation of “the frame packed split screen signal having double the vertical resolution or double the horizontal resolution of a full screen resolution of the display device such that the first

spatial region and the second spatial region within the frame packed split screen signal are in the full screen resolution of the display device” was not conventional, well-understood, or routine.

36. A person skilled in the art at the time of the invention would have understood that the limitation of “the display device being further configured to display the frame packed split screen signal such that the first player game content is viewable in full screen by using a first pair of glasses that blocks the second player game content and such that the second player game content is viewable in full screen by using a second pair of glasses that blocks the first player game content” was not conventional, well-understood, or routine.

37. A person skilled in the art at the time of the invention would have understood that the limitation of “wherein the first player game content and the second player game content of the frame packed split screen signal are not upscaled to be viewable in full screen” was not conventional, well-understood, or routine.

38. A person skilled in the art at the time of the invention would have understood that the claims of the '195 Patent recite structural limitations operating in an unconventional manner to achieve an improved operation of viewing television content by different viewers of the same display at the same time.

39. The novel use of the specific limitations recited in the '195 Patent claims were not well-understood, routine, or conventional to a person skilled in the relevant field at the time of the inventions.

SONY

40. Sony was founded in 1946 and is one of the world’s largest manufacturers and suppliers of consumer and professional electronic products and the largest video game console company, with the original PlayStation console launching in 1994.

41. Sony has over 100,000 employees in countries throughout the world including in Germany, Japan, China, Singapore, Malaysia, and the United States.

42. In 2006, Sony launched the PlayStation 3 (PS3) home video game console. *See* <https://www.gamespot.com/gallery/the-evolution-of-playstation-consoles/2900-899/#6> (last visited June 13, 2022).

43. Beginning in 2011, Sony began marketing and selling the PlayStation 3D Display Device and accompanying TDG-SV5P SimulView Gaming Glasses which allow multiplayer video games using the PlayStation 3 to be displayed on a single display screen to each respective player at a time. *See* <https://blog.playstation.com/2011/10/19/3d-display-arrives-in-november-read-the-faq/> (last visited June 13, 2022).

44. Sony publishes information about the PlayStation 3D Display Device and TDG-SV5P SimulView Gaming Glasses including informational and instructional videos on YouTube from which the following screenshots were taken:





https://www.youtube.com/watch?v=y9JqTe_ol1Q&ab_channel=PlayStation (last visited June 13, 2022).

45. Sony offered the PlayStation 3 gaming console, PlayStation 3D Display Device, and TDG-SV5P SimulView Gaming Glasses (the “Accused Products”) through at least 2016.

46. As recently as 2019, Sony wrote and published articles on how to use the PlayStation SimulView technology and continues to host articles on its website instructing customers on how to use the SimulView technology.


What is the SimulView feature?

Applicable Products and Categories of This Article ▾

SimulView™ technology is specially designed to enhance dual gaming on the TV. When using the SimulView feature, the TV will deliver two different full HD screen images from a single display, putting each player deeper in the game.

Say goodbye to split screen. Now you and a friend can both experience your own big-screen view of the action as you play nail-biting games. There is a growing choice of

SimulView game titles available for PlayStation® 3 (PS3) system.



The following are the requirements for using the SimulView feature:

- A 3D TV
- A PS3 that is connected to the TV using an HDMI® cable.
- A PlayStation 3D display device
- Two pair of SimulView passive glasses model TDG-SV5P

NOTE: The 3D glasses used to watch 3D content on a 3D TV are not supported for use with the SimulView feature.

- A video game that supports SimulView

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<https://www.sony.com/electronics/support/articles/00020875> (last visited June 13, 2022).

47. On information and belief, Sony has knowledge of the Asserted Patents at least as early as June 22, 2012, through correspondence between Sony and the inventor of the Asserted Patents.

COUNT I: DIRECT INFRINGEMENT OF THE '811 PATENT

48. Panther realleges and incorporates by reference the allegations set forth above, as if set forth verbatim herein.

49. Sony has directly infringed the '811 Patent in violation of 35 U.S.C. § 271(a) by performing methods, including its own use and testing of the Accused Products that embody the patented inventions of at least claim 1 of the '811 Patent.

50. Sony's infringing Accused Products include, without limitation, configured glasses and a related display that have the same or similar features and functionality that satisfy each element of one or more asserted claims.

51. The Accused Products satisfy each and every element of each asserted claim of the '811 Patent either literally or under the doctrine of equivalents.

52. The PlayStation 3D Display Device produces a multi-player split screen output from the PlayStation 3 gaming console.

53. The PlayStation 3D Display Device converts the multi-player split screen output to two sequential full-screen frames.

54. The PlayStation 3D Display Device, is configured to, when used with compatible games (e.g., Motorstorm Apolcalypse, Gran Turismo 5), cause viewing a first of the two sequential full screen frames using a first pair of configured glasses, the TDG-SV5P SimulView Gaming Glasses, that blocks a second of the two sequential full screen frames.

55. The PlayStation 3D Display Device is configured to, when used with compatible games (e.g., Motorstorm Apolcalypse, Gran Turismo 5), cause viewing the second of the two sequential full screen frames using a second pair of configured glasses, the TDG-SV5P SimulView Gaming Glasses, that blocks the first of the two sequential full screen frames.

56. Sony's infringing activities have been without authority or license under the '811 Patent.

57. Plaintiff is entitled to recover from Defendants the damages sustained by Plaintiff as a result of Defendants' infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

58. In addition, despite Sony's knowledge of the Asserted Patents and Panther's patented technology, Sony made the deliberate decision to sell products that it knew infringed the '811 Patent.

59. Panther is informed and believes that Sony knew or was willfully blind to the '811 Patent and its infringement thereof. Despite this knowledge and/or willful blindness, Sony has acted with blatant and egregious disregard for Panther's patent rights with an objectively high likelihood of infringement.

COUNT II: INDIRECT INFRINGEMENT OF THE '811 PATENT

60. Panther realleges and incorporates by reference the allegations set forth above, as if set forth verbatim herein.

61. Sony is liable for indirect infringement under 35 U.S.C. § 271(b) of at least claim 1 of the '811 Patent because it knowingly encourages, aids, and directs others (e.g., end users and customers) to use and operate the Accused Products in an infringing manner and to perform the claimed methods of the '811 Patent.

62. Sony has specifically intended, and continues to specifically intend, for persons who acquire and use the Accused Products, including Sony's customers (e.g., individual users, etc.), to use the Accused Products in a manner that infringes the '811 Patent. This is evident when Sony encourages and instructs customers and other end users in the use and operation of the Accused Products via advertisement, technical material, instructional material, and otherwise.

63. Sony specifically intends for the Accused Products to be used and operated to infringe one or more claims, including at least claim 1 of the '811 Patent.

64. Sony encourages, directs, aids, and abets the use, configuration, and installation of the Accused Products.

65. As detailed in Count I above, Sony has instructed Sony's customers to use the Accused Products in an infringing manner.

66. Upon information and belief, Sony's customers have used the Accused Products in the infringing manner detailed in Count I above.

67. Sony's analysis and knowledge of the '811 Patent combined with Sony's ongoing activity demonstrate Sony's knowledge and intent that the identified features of the Accused Products be used to infringe the '811 Patent.

68. Sony's knowledge of the '811 Patent and Plaintiff's infringement allegations against Sony combined with Sony's knowledge of the Accused Products and how they are used to infringe the '811 Patent, consistent with Sony's promotions and instructions, demonstrate Sony's specific intent to induce Sony's customers to infringe the '811 Patent.

69. Plaintiff is entitled to recover from Sony compensation in the form of monetary damages suffered as a result of Sony's infringement in an amount that cannot be less than a reasonable royalty together with interest and costs as fixed by this Court.

COUNT III: DIRECT INFRINGEMENT OF THE '195 PATENT

70. Panther realleges and incorporates by reference the allegations set forth above, as if set forth verbatim herein.

71. Sony has directly infringed the '195 Patent in violation of 35 U.S.C. § 271(a) by using systems, including its own use and testing of the Accused Products that embody the patented inventions of at least claim 1 of the '195 Patent.

72. Sony's infringing Accused Products include, without limitation, configured glasses and a related display that have the same or similar features and functionality that satisfy each element of one or more asserted claims.

73. The Accused Products satisfy each and every element of each asserted claim of the '195 Patent either literally or under the doctrine of equivalents.

74. The PlayStation 3D Display Device is configured to receive a frame packed split screen signal that includes a first player game content in a first spatial region of the frame packed split screen signal and a second player game content in a second spatial region of the frame packed split screen signal.

75. The frame-packed split screen signal received by the PlayStation 3D Display Device has double the vertical resolution or double the horizontal resolution of a full screen resolution of the PlayStation 3D Display Device.

76. The PlayStation 3D Display Device is configured to, when used with compatible games (e.g., Motorstorm Apolcalypse, Gran Turismo 5), display the frame-packed split screen signal such that the first player game content is viewable in full screen by using a first pair of glasses, the TDG-SV5P SimulView Gaming Glasses, that blocks the second player game content and such that the second player game content is viewable in full screen by using a second pair of glasses, the TDG-SV5P SimulView Gaming Glasses, that blocks the first player game content.

77. Sony's infringing activities have been without authority or license under the '195 Patent.

78. Plaintiff is entitled to recover from Defendants the damages sustained by Plaintiff as a result of Defendants' infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

79. In addition, despite Sony's knowledge of the Asserted Patents and Panther's patented technology, Sony made the deliberate decision to sell products that it knew infringed the '195 Patent.

80. Panther is informed and believes that Sony knew or was willfully blind to the '195 Patent and its infringement thereof. Despite this knowledge and/or willful blindness, Sony has acted with blatant and egregious disregard for Panther's patent rights with an objectively high likelihood of infringement.

COUNT IV: INDIRECT INFRINGEMENT OF THE '195 PATENT

81. Panther realleges and incorporates by reference the allegations set forth above, as if set forth verbatim herein.

82. Sony is liable for indirect infringement under 35 U.S.C. § 271(b) of at least claim 1 of the '195 Patent because it knowingly encourages, aids, and directs others (e.g., end users and customers) to use the Accused Products, which embody the patented inventions of at least claim 1 of the '195 Patent.

83. Sony has specifically intended, and continues to specifically intend, for persons who acquire and use the Accused Products, including Sony's customers (e.g., individual users, etc.), to use the Accused Products, which embody the patented inventions of at least claim 1 of the '195 Patent. This is evident when Sony encourages and instructs customers and other end users in the use and operation of the Accused Products via advertisement, technical material, instructional material, and otherwise.

84. Sony specifically intends the Accused Products to be used and operated to infringe one or more claims, including at least claim 1 of the '195 Patent.

85. Sony encourages, directs, aids, and abets the use, configuration, and installation of the Accused Products.

86. As detailed in Count III above, Sony has instructed Sony's customers to use the Accused Products in an infringing manner.

87. Upon information and belief, Sony's customers have used the Accused Products in the infringing manner detailed in Count III above.

88. Sony's analysis and knowledge of the '195 Patent combined with Sony's ongoing activity demonstrate Sony's knowledge and intent that the identified features of the Accused Products be used to infringe the '195 Patent.

89. Sony's knowledge of the '195 Patent and Plaintiff's infringement allegations against Sony combined with Sony's knowledge of the Accused Products and how they are used to infringe the '195 Patent, consistent with Sony's promotions and instructions, demonstrate Sony's specific intent to induce Sony's customers to infringe the '195 Patent.

90. Plaintiff is entitled to recover from Sony compensation in the form of monetary damages suffered as a result of Sony's infringement in an amount that cannot be less than a reasonable royalty together with interest and costs as fixed by this Court.

JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues so triable pursuant to Fed. R. Civ. P.

38.

PRAYER FOR RELIEF

Plaintiff respectfully requests that the Court find in its favor and against Defendants, and that the Court grant Plaintiff the following relief:

- A. An adjudication that Defendants have infringed, directly or indirectly, either literally and/or under the doctrine of equivalents, one or more claims of the Asserted Patents;
- B. An accounting and an award to Plaintiff of damages adequate to compensate Plaintiff for the Defendants' acts of infringement, together with pre-judgment and post-judgment interest and costs pursuant to 35 U.S.C. § 284;
- C. A determination that Sony's infringement has been willful, wanton, deliberate, and egregious;
- D. A determination that the damages against Sony be trebled or for any other basis within the Court's discretion pursuant to 35 U.S.C. § 284;
- E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and expenses in accordance with 35 U.S.C. § 285; and
- F. Any further relief that this Court deems just and proper.

Dated: October 5, 2022

By: /s/ Fred I. Williams

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