

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK**

FLEXIWORLD TECHNOLOGIES, INC.,

Plaintiff,

v.

XEROX CORPORATION,

Defendant.

Case No. _____

Jury Trial Demanded

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Flexiworld Technologies, Inc., files this Original Complaint for patent infringement against Xerox Corporation alleging as follows:

NATURE OF THE SUIT

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. This case asserts infringement of United States Patent Nos. 10,140,073 (“the ’073 Patent”), 10,481,846 (“the ’846 Patent”), and 10,761,791 (“the ’791 Patent”) (collectively, the “Patents-in-Suit”).

THE PARTIES

2. Plaintiff **Flexiworld Technologies, Inc.** (“**Plaintiff**” or “**Flexiworld**”) is a Washington corporation with its principal place of business at 3439 NE Sandy Blvd., #267, Portland, Oregon 97232.

3. Defendant **Xerox Corporation** (“**Xerox**”) is a New York corporation with a regular and established place of business located at 800 Phillips Road, Webster, NY 14580. Xerox can be served through its registered agent (Corporation Service Company) at 80 State Street, Albany, NY 12207.

JURISDICTION AND VENUE

4. This action arises under the patent laws of the United States, 35 U.S.C. § 101, et seq. This Court's jurisdiction over this action is proper under the above statutes, including 35 U.S.C. § 271, et seq., 28 U.S.C. § 1331 (federal question jurisdiction) and § 1338 (jurisdiction over patent actions).

5. Xerox is subject to personal jurisdiction in this Court. In particular, this Court has personal jurisdiction over Xerox because Xerox, directly and through its subsidiaries, divisions, groups, or distributors, has sufficient minimum contacts with this forum as a result of business conducted within the State of New York and/or pursuant to Fed. R. Civ. P. 4(k)(2). Furthermore, on information and belief, Xerox has engaged in continuous, systematic, and substantial activities within this State, including substantial marketing and sales of products within this State and this District. Furthermore, on information and belief, this Court has personal jurisdiction over Xerox because Xerox has committed acts giving rise to Flexiworld's claims for patent infringement within and directed to this District.

6. Furthermore, on information and belief, Xerox has purposefully and voluntarily placed one or more infringing products into the stream of commerce with the expectation that they will be purchased and/or used by residents of this judicial District, including by directly and indirectly working with distributors, and other entities located in the State of New York, to ensure the accused products reach the State of New York and this judicial District.

7. Xerox also maintains commercial websites accessible to residents of the State of New York and this judicial District, through which Xerox promotes and facilitates sales of the accused products. For example, Xerox's website <https://www.xerox.com/en-us> is accessible to consumers in the United States, including those in the State of New York and this judicial

District, where Xerox supplies information about products that can be purchased and/or used in this judicial District, including the accused products identified herein.

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

9. Because Xerox is New York corporation, venue is proper as to Xerox in this District under the language of 28 U.S.C. § 1400(b).

10. In addition, Xerox has committed acts of infringement in this District and has one or more regular and established places of business within this District under the language of 28 U.S.C. § 1400(b). Xerox maintains a permanent physical presence within the Western District of New York, conducting business from at least its location on Phillips Road in Webster, New York. *See, e.g.*, <https://www.xerox.com/en-us/office/live-product-demo-request> (showing "Gil Hatch Center for Customer Innovation" at "the Xerox Webster campus just outside of Rochester, New York," where customers get "the chance to learn about our portfolio of Xerox® digital technology, solutions and services all under one roof"); *see also* <https://www.xerox.com/en-us/innovation/gil-hatch-customer-center>. On information and belief, Xerox offers support for the Accused Products (defined below) from its website and from its physical facility in Webster, New York. *See, e.g.*, <https://www.support.xerox.com/en-us/product/xerox-b310-printer?language=en> (support webpage for exemplary Accused Product); https://download.support.xerox.com/pub/docs/B310/userdocs/any-os/en_GB/B310_sfp_ug_en-

[US.pdf](#) (user guide for exemplary Accused Product); https://www.office.xerox.com/services/warranty/b310_eWarranty.pdf (warranty document from Xerox for exemplary Accused Product); <https://www.linkedin.com/company/xerox/people/?facetGeoRegion=90000684> (listing Xerox employees in Rochester metropolitan area); https://xerox.avature.net/en_US/careers/JobDetail/Customer-Experience-Manager/32723 (Xerox job posting in Rochester, New York for Customer Experience Manager at Gil Hatch Center for Customer Innovation). Thus, venue is proper in this District with respect to Xerox under 28 U.S.C. § 1400(b).

11. On information and belief, Xerox commits acts of infringement from its facility in Webster, New York, including by offering for sale and selling to customers the Accused Products from that facility. On information and belief, Xerox commits acts of infringement from its facility in Webster, New York by offering support for the Accused Products from that facility. *See, e.g.*, <https://www.xerox.com/en-us/office/software-solutions/apple-airprint> (Xerox webpage for AirPrint features); <https://www.xerox.com/en-us/connectkey> (Xerox webpage for ConnectKey functionality); <https://www.xerox.com/en-us/office/software-solutions/xerox-print-and-scan-experience-app> (Xerox webpage for Print and Scan Experience App).

12. In addition, on information and belief, venue is proper in this judicial district under 28 U.S.C. § 1391(b), (c) and 1400(b) because Xerox has conducted and does conduct substantial business in this forum, directly and/or through subsidiaries, agents, representatives, or intermediaries, such substantial business including but not limited to: (i) at least a portion of the infringements alleged herein; (ii) purposefully and voluntarily placing one or more infringing products into the stream of commerce with the expectation that they will be purchased by

consumers in this forum; or (iii) regularly doing or soliciting business, engaging in other persistent courses of conduct, or deriving substantial revenue from goods and services provided to individuals in New York and in this judicial district.

13. Venue is therefore proper in the Western District of New York pursuant to 28 U.S.C. § 1400(b).

FLEXIWORLD AND THE PATENTS-IN-SUIT

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

15. 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.

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

17. 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.

18. 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 Xerox.

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

20. 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.

21. 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 '073 Patent

22. The '073 Patent, entitled “Wireless devices that establish a wireless connection with a mobile information apparatus by wirelessly detecting, within physical proximity, the mobile information apparatus,” duly and legally issued on November 27, 2018, from U.S. Patent Application No. 15/627,197, filed on June 19, 2017, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '073 Patent is attached hereto as **Exhibit 1** and is incorporated by reference.

23. The '073 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

24. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '073 Patent.

25. An assignment of the '073 Patent from inventors Chang and Liu to Flexiworld is at the PTO at Reel/Frame 043035/0229.

26. Flexiworld has standing to sue for infringement of the '073 Patent.

The '846 Patent

27. The '846 Patent, entitled “Software applications and information apparatus for printing over air or for printing over a network,” duly and legally issued on November 19, 2019, from U.S. Patent Application No. 15/697,247, filed on September 6, 2017, naming William Ho

Chang and Christina Ying Liu as the inventors. A true and correct copy of the '846 Patent is attached hereto as **Exhibit 2** and is incorporated by reference.

28. The '846 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

29. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '846 Patent.

30. An assignment of the '846 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 044174/0659.

31. Flexiworld has standing to sue for infringement of the '846 Patent.

The '791 Patent

32. The '791 Patent, entitled "Wireless printing devices that provide printing services over a network without a need for a client device of the printing device to use, at the client device, a printer specific printer driver," duly and legally issued on September 1, 2020, from U.S. Patent Application No. 15/726,899, filed on October 6, 2017, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '791 Patent is attached hereto as **Exhibit 3** and is incorporated by reference.

33. The '791 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

34. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '791 Patent.

35. An assignment of the '791 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 043806/0709.

36. Flexiworld has standing to sue for infringement of the '791 Patent.

GENERAL ALLEGATIONS

37. Xerox has not obtained a license to any of the Patents-in-Suit.

38. Xerox 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.

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

40. Xerox has infringed (literally and/or under the doctrine of equivalents), directly, indirectly, and/or through subsidiaries, agents, representatives, or intermediaries, one or more claims of each of the Patents-in-Suit by making, using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States wireless printers that infringe at least one claim of one or more of the Patents-in-Suit, including but not limited to new and refurbished versions of Xerox's AltaLink, ColorQube, VersaLink, WorkCentre, Phaser, B series, C series, and EC series wireless printers ("**the Accused Wireless Printers**").

41. Xerox 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 software for use in conjunction with wireless printers that infringes at least one claim of one or more of the Patents-in-Suit, including but not limited to Xerox's mobile printing apps, including the Xerox Print and Scan Experience, Xerox Print Service Plug-in for Android Printing, and Xerox Workplace apps and features thereof, examples of which are described in **Exhibit 5** hereto ("**the Accused Xerox Apps**").

42. Xerox has infringed (literally and/or under the doctrine of equivalents), directly, indirectly, and/or through subsidiaries, agents, representatives, or intermediaries, one or more

claims of each of the Patents-in-Suit by making, using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States the Accused Wireless Printers and/or the Accused Xerox Apps (collectively “**the Accused Products**”).

43. With respect to Xerox’s testing and/or use of the Accused Products, on information and belief Xerox tested and/or used one or more of the Accused Products in the United States during the relevant infringement period. For example, on its website and its YouTube channel, Xerox has dozens of videos that demonstrate use of the Accused Products by Xerox. *See, e.g.*, <https://www.support.xerox.com/en-us/product/xerox-b215-multifunction-printer/content/145355#video>; <https://www.support.xerox.com/en-us/product/xerox-b215-multifunction-printer/content/145356#video>; <https://www.youtube.com/watch?v=kPNJOEC7tcM>; <https://www.support.xerox.com/en-us/product/xerox-b215-multifunction-printer/content/145667#video>; <https://www.support.xerox.com/en-us/product/xerox-b215-multifunction-printer/content/145356#video>; <https://www.support.xerox.com/en-us/product/xerox-b215-multifunction-printer/content/145363#video>; <https://www.youtube.com/watch?v=olEZSLfP0nU>; <https://www.youtube.com/watch?v=fBuAhKixFzE>.

44. Further, on information and belief, Xerox has used the Accused Products in its business operations.

45. Further, on information and belief, Xerox has used the Accused Products at one or more demonstrations at its customer experience centers in Webster, New York and elsewhere in the United States to, among other reasons, demonstrate and market their capabilities to the public. *See, e.g.*, <https://www.xerox.com/en-us/office/live-product-demo-request> (showing “Gil Hatch Center for Customer Innovation” at “the Xerox Webster campus just outside of Rochester,

New York,” where customers get “the chance to learn about our portfolio of Xerox® digital technology, solutions and services all under one roof”); *see also* <https://www.xerox.com/en-us/innovation/gil-hatch-customer-center>.

46. Further, on information and belief, Xerox has, and continues to, provide onsite support for the Accused Products, which results in Xerox testing and using the Accused Products in the United States. To the extent such onsite service, testing, and/or use of the Accused Products is done via a third-party, on information and belief such third-party is contractually obligated (via a contract with Xerox) to perform said service, testing and/or use of the Accused Products and such service, testing, and/or use is otherwise done under the direction or control of Xerox. Alternatively, to the extent such onsite service, testing, and/or use of the Accused Products is done via a third-party, on information and belief Xerox and such third-party(ies) are acting as a joint enterprise for the provisioning of such service, testing, and/or use of the Accused Products.

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

48. Xerox has had knowledge of the Patents-in-Suit at least through Flexiworld’s sending of (and Xerox’s receipt of) notice letters to Xerox via U.S. mail on July 23, 2021, which notice letters identified the Patents-in-Suit, additional Flexiworld patents, and the Accused Products as infringing the Patents-in-Suit. Xerox also has knowledge of the Patents-in-Suit through Flexiworld’s sending of (and Xerox’s receipt of) a supplemental notice letter on October 29, 2021, which also identified the Patents-in-Suit, additional Flexiworld patents, and the Accused

Products as infringing the Patents-in-Suit. Xerox also has knowledge of the Patents-in-Suit and Xerox's infringement of the Patents-in-Suit through the service of this Original Complaint.

49. By receiving such notice of infringement, Xerox 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 Xerox has not taken any actions to avoid the conduct alleged to infringe, has not responded to Flexiworld's notice letter to offer any assertion as to why the Accused Products do not infringe the Patents-in-Suit, and has not sought to remedy its infringements by offering to take a license. Xerox'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.

50. Xerox'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.

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

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

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

54. In addition, for the reasons discussed herein, Xerox's infringing activities detailed in this Complaint and **Exhibits 4-6** 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.

55. Xerox markets and sells other products that are not covered by the claims of the Patents-in-Suit but that were sold with or in conjunction with the Accused Products (e.g., printer ink). Accordingly, Flexiworld is entitled to collect damages from Xerox for conveyed sales of certain non-patented items.

56. Xerox 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.

57. Attached hereto are **Exhibits 4-6**, and incorporated herein by reference, are representative claim charts detailing how exemplar Accused Products have infringed the Patents-in-Suit.

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

59. 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.

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

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

62. 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 '073 PATENT

63. Flexiworld incorporates herein the allegations made in paragraphs 1 through 62.

64. Xerox has directly infringed one or more claims of the '073 Patent, including, for example, claim 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 Wireless Printers.

65. An exemplary claim chart demonstrating Xerox's infringement of the '073 Patent, as well as Xerox's customers' infringement of the '073 Patent, which is induced by Xerox, is attached as **Exhibit 4** and incorporated herein by reference.

66. Additionally, on information and belief, since becoming aware of the '073 Patent (discussed herein) Xerox has indirectly infringed the '073 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Wireless Printers and/or by instructing

customers how to use the Accused Wireless Printers in a way that directly infringes at least claim 8 of the '073 Patent.

67. Xerox had knowledge of the '073 Patent and of its infringement of the '073 Patent through at least Flexiworld's July 23, 2021 notice letters and October 29, 2021 supplemental notice letter to Xerox.

68. Despite Xerox's knowledge of the '073 Patent and of its infringement of the '073 Patent, Xerox has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '073 Patent.

69. On information and belief, Xerox's actions represented a specific intent to induce infringement of at least claim 8 of the '073 Patent. For example, Xerox offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '073 Patent via at least their use of the Accused Wireless Printers. *See, e.g.*, <https://www.support.xerox.com/en-us/product/xerox-b310-printer?language=en> (support webpage for exemplary Accused Product); https://download.support.xerox.com/pub/docs/B310/userdocs/any-os/en_GB/B310_sfp_ug_en-US.pdf (user guide for exemplary Accused Product); https://www.office.xerox.com/services/warranty/b310_eWarranty.pdf (warranty document from Xerox for exemplary Accused Product); <https://www.linkedin.com/company/xerox/people/?facetGeoRegion=90000684> (listing Xerox employees in Rochester metropolitan area); https://xerox.avature.net/en_US/careers/JobDetail/Customer-Experience-Manager/32723 (Xerox job posting in Rochester, New York for Customer Experience Manager at Gil Hatch Center for Customer Innovation); <https://www.support.xerox.com/en-us/article/en/2110106>.

70. As a result of Xerox's infringement of the '073 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.

71. In addition, Xerox's infringing activities detailed in this Complaint and **Exhibit 4** 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 '846 PATENT

72. Flexiworld incorporates herein the allegations made in paragraphs 1 through 62.

73. Xerox has directly infringed one or more claims of the '846 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 Xerox Apps, including non-transitory computer readable mediums with the Accused Xerox Apps.

74. An exemplary claim chart demonstrating Xerox's infringement of the '846 Patent, as well as Xerox's customers' infringement of the '846 Patent, which is induced and contributed to by Xerox, is attached as **Exhibit 5** and incorporated herein by reference.

75. Additionally, on information and belief, since becoming aware of the '846 Patent (discussed herein) Xerox has indirectly infringed the '846 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Products and/or by instructing customers how to use the Accused Xerox Apps in a way that directly infringes at least claim 1 of the '846 Patent.

76. Xerox has had actual knowledge of the '846 Patent and of its infringement of the '846 Patent through at least Flexiworld's July 23, 2021 notice letters and October 29, 2021 supplemental notice letter to Xerox.

77. Despite Xerox's knowledge of the '846 Patent and of its infringement of the '846 Patent, Xerox has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '846 Patent.

78. On information and belief, Xerox's actions represented a specific intent to induce infringement of at least claim 1 of the '846 Patent. For example, Xerox offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '846 Patent via at least their use of the Accused Xerox Apps. *See, e.g.,* <https://www.support.xerox.com/en-us/product/xerox-b310-printer?language=en> (support webpage for exemplary Accused Product); https://download.support.xerox.com/pub/docs/B310/userdocs/any-os/en_GB/B310_sfp_ug_en-US.pdf (user guide for exemplary Accused Product); https://www.office.xerox.com/services/warranty/b310_eWarranty.pdf (warranty document from Xerox for exemplary Accused Product); <https://www.linkedin.com/company/xerox/people/?facetGeoRegion=90000684> (listing Xerox employees in Rochester metropolitan area); https://xerox.avature.net/en_US/careers/JobDetail/Customer-Experience-Manager/32723 (Xerox job posting in Rochester, New York for Customer Experience Manager at Gil Hatch Center for Customer Innovation); *see also* <https://www.xerox.com/en-us/office/software-solutions/apple-airprint>; <https://www.xerox.com/en-us/office/software-solutions/mopria-print-service>; <https://www.xerox.com/en-us/office/software-solutions/xerox-print-service-android>;

<https://www.xerox.com/en-us/office/software-solutions/xerox-print-and-scan-experience-app>;

<https://www.office.xerox.com/latest/APPFS-20U.pdf>;

<https://www.office.xerox.com/latest/APPFS-25U.pdf>;

[https://download.support.xerox.com/pub/docs/V4INSTALLER/userdocs/any-os/en/34746-](https://download.support.xerox.com/pub/docs/V4INSTALLER/userdocs/any-os/en/34746-Xerox-V4-Print-and-Scan-Platform.pdf)

[Xerox-V4-Print-and-Scan-Platform.pdf](#); <https://support.apple.com/en-us/HT201311> (linked on Xerox's website); <https://www.office.xerox.com/latest/SFTGD-01>; <https://mopria.org/certified-products>; <https://www.support.xerox.com/en-us/article/en/2110106>.

79. Additionally, on information and belief, since becoming aware of the '846 Patent (discussed herein) Xerox has indirectly infringed the '846 Patent in violation of 35 U.S.C. § 271(c) by contributing to the direct infringement of Xerox's customers. Since at least when it learned of the '846 patent, Xerox has known, or should have known, that the intended use of its Accused Xerox Apps by an end user is both patented and infringing.

80. The Accused Xerox Apps are not staple articles or commodities of commerce suitable for substantial non infringing use. Rather, the Accused Xerox Apps are especially made and/or adapted for use in infringing the '846 Patent. Further, the Accused Xerox Apps are a material part of the inventions claimed in claim 1 of the '846 Patent. *See Exhibit 5* and materials cited therein.

81. As a result of Xerox's infringement of the '846 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.

82. In addition, Xerox's infringing activities detailed in this Complaint and **Exhibit 5** 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 '791 PATENT

83. Flexiworld incorporates herein the allegations made in paragraphs 1 through 62.

84. Xerox has directly infringed one or more claims of the '791 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 Wireless Printers.

85. An exemplary claim chart demonstrating Xerox's infringement of the '791 Patent, as well as Xerox's customers' infringement of the '791 Patent, which is induced by Xerox, is attached as **Exhibit 6** and incorporated herein by reference.

86. Additionally, on information and belief, since becoming aware of the '791 Patent (discussed herein) Xerox has indirectly infringed the '791 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Wireless Printers and/or by instructing customers how to use the Accused Wireless Printers in a way that directly infringes at least claim 1 of the '791 Patent.

87. Xerox has had actual knowledge of the '791 Patent and of its infringement of the '791 Patent through at least Flexiworld's July 23, 2021 notice letters and October 29, 2021 supplemental notice letter to Xerox.

88. Despite Xerox's knowledge of the '791 Patent and of its infringement of the '791 Patent, Xerox has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '791 Patent.

89. On information and belief, Xerox's actions represented a specific intent to induce infringement of at least claim 1 of the '791 Patent. For example, Xerox offered its customers

extensive customer support and instructions that instructed and encouraged its customers to infringe the '791 Patent via at least their use of the Accused Wireless Printers. *See, e.g., See, e.g.,* <https://www.support.xerox.com/en-us/product/xerox-b310-printer?language=en> (support webpage for exemplary Accused Product); https://download.support.xerox.com/pub/docs/B310/userdocs/any-os/en_GB/B310_sfp_ug_en-US.pdf (user guide for exemplary Accused Product); https://www.office.xerox.com/services/warranty/b310_eWarranty.pdf (warranty document from Xerox for exemplary Accused Product); <https://www.linkedin.com/company/xerox/people/?facetGeoRegion=90000684> (listing Xerox employees in Rochester metropolitan area); https://xerox.avature.net/en_US/careers/JobDetail/Customer-Experience-Manager/32723 (Xerox job posting in Rochester, New York for Customer Experience Manager at Gil Hatch Center for Customer Innovation); <https://www.support.xerox.com/en-us/article/en/2110106>.

90. As a result of Xerox's infringement of the '791 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.

91. In addition, Xerox's infringing activities detailed in this Complaint and **Exhibit 6** 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 Xerox has directly and/or indirectly infringed (as pled above) one or more claims of each of the Patents-in-Suit;
- b. A judgment and order requiring Xerox to pay Flexiworld past and future damages (as applicable) 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 Xerox has willfully infringed the Patents-in-Suit and requiring Xerox 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 Xerox to pay Flexiworld pre-judgment and post-judgment interest on the damages award;
- e. A judgment and order requiring Xerox to pay Flexiworld's costs; and
- f. Such other and further relief as the Court may deem just and proper.

Dated: June 29, 2023

Respectfully submitted,

/s/ Peter J. Glennon

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