

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

FLEXIWORLD TECHNOLOGIES, INC.,

Plaintiff,

v.

SONY CORPORATION,

Defendant.

Case No. 2:23-cv-616

Jury Trial Demanded

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Flexiworld Technologies, Inc., files this Original Complaint for patent infringement against Defendant Sony Corporation, the Japanese Entity (“Defendant” or “Sony”) alleging as follows:

BACKGROUND AND NATURE OF THE SUIT

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. This case asserts infringement of United States Patent Nos. 10,642,576 (“the ’576 Patent”), 10,037,178 (“the ’178 Patent”), 9,836,259 (“the ’259 Patent”), 10,846,031 (“the ’031 Patent”), 10,387,087 (“the ’087 Patent”), 10,140,073 (“the ’073 Patent”), 10,768,871 (“the ’871 Patent”), 11,096,056 (“the ’056 Patent”), 9,042,811 (“the ’811 Patent”), 10,489,096 (“the ’096 Patent”), 11,029,903 (“the ’903 Patent”), 10,866,773 (“the ’773 patent”), 7,609,402 (“the ’402 patent”), 9,836,257 (“the ’257 patent”), and 9,965,233 (“the ’233 patent”) (collectively, “the Patents-in-Suit”).

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

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

4. Flexiworld was founded by American scientist and inventor William Ho Chang and is an innovator engaged in research and development of technologies for wireless applications and embedded solutions in short-range wireless (e.g., WiFi, Bluetooth) and mobile device markets.

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

6. Flexiworld was voted the best early-stage company in the Pacific Northwest in 2002 and Flexiworld's business plan was also voted, consecutively, as the top 2 among the "Ten Best" in 2002 and in 2003 by the Business Journal in Silicon Valley, USA.

7. Flexiworld's innovative work and results have been widely recognized in the industry. The company's patents have been repeatedly forward cited by major technology companies worldwide, including by Samsung, Seiko Epson, Canon, Xerox, NEC, Disney, Mattel, and others.

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

9. William H. Chang, one of the named co-inventors on the Patents-in-Suit, is the founder and President of Flexiworld. Mr. Chang has been granted over 88 United States patents and over 100 patents worldwide on his inventions.

10. Christina Ying Liu, one of the named co-inventors on the Patents-in-suit, is a Flexiworld shareholder. Ms. Liu has been granted over 65 United States patents and over 75 patents worldwide on her inventions.

THE PARTIES

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

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

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

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

15. On information and belief, Sony Interactive Entertainment (“SIE”) is a subsidiary of SCA and has engaged, and continues to engage, in making, using, selling, offering for sale, and/or importing, and/or inducing its subsidiaries, affiliates, retail partners, and customers in the

making, using, selling, offering for sale, and/or importing throughout the United States, including within this District, products, such as gaming consoles, accused of infringement. *See, e.g.,* <https://sonyinteractive.com/en/>.

16. On information and belief, Sony, SCA, SEI, and SIE operate, together with other parents, subsidiaries, and affiliates, as part of a group of companies referred to herein as the “Sony Group.” *See, e.g.,* <https://www.sony.com/en/SonyInfo/CorporateInfo/Data/organization.html>; <https://www.sony.com/en/SonyInfo/News/Press/202005/20-039E/>.

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

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

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

products within this District and the U.S. nationally. On information and belief, Sony, individually and in concert with others in the Sony Group, purposefully directs the Accused Products into established distribution channels within this District and the U.S. nationally.

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

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

22. Through offers to sell, sales, imports, distributions, and other related agreements to transfer ownership of Sony's electronic devices, such as its televisions, sound bars, gaming consoles, headphones, and smartphones with distributors and customers operating in and

maintaining a significant business presence in the U.S. and/or its U.S. subsidiaries (including SCA, SEI, and SIE), Defendant does business in the U.S., the state of Texas, and in the Eastern District of Texas.

JURISDICTION AND VENUE

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

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

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

within Texas and within this District. Defendant has substantial business in this State and judicial district, including: (A) at least part of its infringing activities alleged herein; and (B) regularly doing or soliciting business, engaging in other persistent conduct, and/or deriving substantial revenue from infringing goods offered for sale, sold, and imported, and services provided to Texas residents vicariously through and/or in concert with its alter egos, intermediaries, agents, distributors, importers, customers, subsidiaries, and/or consumers.

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

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

28. Personal jurisdiction is proper because Defendant has committed acts of infringement in this District. This Court has personal jurisdiction over Defendants because, *inter*

alia, this action arises from activities Defendant purposefully directed towards the State of Texas and this District.

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

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

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

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

33. To the extent Defendant is not subject to jurisdiction in any state's court of general jurisdiction, exercising jurisdiction over Defendant in this State and this District would be

consistent with due process and this State's long-arm statute and under national contacts in light of facts alleged in this Complaint.

34. In addition, Defendant, directly or through affiliates, subsidiaries, agents, or intermediaries, places infringing products into the stream of commerce knowing they will be sold and used in Texas, and economically benefits from the retail sale of infringing products in this State. For example, Defendant's products have been sold and are available for sale in this District at Best Buy retail stores and are also available for sale and offered for sale in this District through online retailers such as Best Buy and Amazon. Sony also advertises its infringing products and provides customer support of its infringing products to consumers in Texas and this District through its agent's websites. *See, e.g.,*

https://www.sony.com/content/sony/en/en_us/SCA/company-news/press-releases/sony-electronics/2022/sony-electronics-announces-pricing-and-availability-for-2022-bravia-xr-television-lineup.html; <https://sonyinteractive.com/en/>.

35. As discussed in detail herein, Defendant has infringed (literally and/or under the doctrine of equivalents), directly, indirectly, and/or through subsidiaries, agents, representatives, or intermediaries, one or more claims of each of the Patents-in-Suit by making, using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States televisions, sound bars, gaming consoles, headphones, smartphones, and other products that infringe at least one claim of each of the Patents-in-Suit, including but not limited to Sony's Bravia XR series televisions and/or those with Google TV software ("the Accused TVs"), the LSPX series and other projectors ("the Accused Projectors"), the HT series soundbars and XE, XG, XP, XV, XB, and RA speakers ("the Accused Soundbars/Speakers"), the PlayStation gaming consoles ("the

Accused Consoles”), the LinkBuds, WF, WH, Float Run, MDR, NB, and NS series headphones (“the Accused Headphones”), the Xperia series mobile phones (“the Accused Phones”). The Accused TVs, Accused Soundbars/Speakers, and Accused Consoles are collectively referred to herein as “the Accused Products.”

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

37. On information and belief, Defendant’s U.S.-based sales subsidiaries corporate presence in the United States gives Sony substantially the business advantages that it would have

enjoyed if it conducted its business through its own offices or paid agents in the United States, including in the State of Texas. Defendant's U.S.-based sales subsidiaries are authorized to import, distribute, sell, and offer for sale the Accused Products on behalf of Defendant. For example, Defendant's U.S.-based sales subsidiaries operate within Defendant's global network of sales subsidiaries in North and South America, Europe, Asia, Australia, and the Middle East. In the U.S., including within the Eastern District of Texas, Defendant's Accused Products, are imported, distributed, offered for sale, and sold by Defendant at least via Defendant's U.S. based sales subsidiaries.

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

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

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

41. Sony is subject to service of process upon the Texas Secretary of State under Texas Civil Practice and Remedy Code § 17.044(b). The Texas Secretary of State is an agent for service of process on Sony because Sony is a nonresident who engages in business in this State, but does not maintain a regular place of business in this State or a designated agent for service of process, and because this action arises out of the business Sony does and has done in this State and to which Sony is a party. This action arises out of business Sony does and has done in this State because Sony has infringed and continues to infringe the Patents-in-Suit in this State,

which constitutes g “commit[ing] a tort a whole or in part in this state.” Tex. Civ. Prac. & Rem. Code § 17.042(2).

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

THE PATENTS-IN-SUIT

The ’576 Patent

43. The ’576 Patent, entitled “Mobile information apparatus that includes wireless communication circuitry for discovery of an output device for outputting digital content at the wirelessly discovered output device,” duly and legally issued on May 5, 2020, from U.S. Patent Application No. 16/229,896, filed on December 21, 2018, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the ’576 Patent is attached hereto as Exhibit 1 and is incorporated by reference.

44. The ’576 Patent claims priority to U.S. Patent Application No. 10/016,223, which was filed on November 1, 2001 and issued as U.S. Patent No. 7,941,541. The ’576 Patent also claims priority to U.S. Provisional Application No. 60/245,101, filed on November 1, 2000.

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

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

47. An assignment of the '576 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 012382/0239.

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

The '178 Patent

49. The '178 Patent, entitled "Wireless output devices or wireless controllers that support wireless device discovery for establishing wireless connectivity," duly and legally issued on July 31, 2018, from U.S. Patent Application No.15/348,006, filed on November 10, 2016, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '178 Patent is attached hereto as Exhibit 2 and is incorporated by reference.

50. The '178 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257. The '178 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001.

51. The '178 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

52. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '178 Patent.

53. An assignment of the '178 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 042385/0202.

54. Flexiworld has standing to sue for infringement of the '178 Patent.

The '259 Patent

55. The '259 Patent, entitled "Televisions, output controllers, or speakers that are setup to wirelessly connect to a network and to receive digital content from a digital content service over the network," duly and legally issued on December 5, 2017, from U.S. Patent Application No.

15/359,147, filed on November 22, 2016, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '259 Patent is attached hereto as Exhibit 3 and is incorporated by reference.

56. 55. The '259 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257, and U.S. Patent Application No. 09/992,413, which was filed on November 18, 2001 and issued as U.S. Patent No. 9,965,233. The '259 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001, and U.S. Provisional Application No. 60/252,682, filed on November 20, 2000.

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

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

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

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

The '031 Patent

61. The '031 Patent, entitled "Software application for a mobile device to wirelessly manage or wirelessly setup an output system or output device for service," duly and legally issued on November 24, 2020, from U.S. Patent Application No. 15/594,440, filed on May 12, 2017, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '031 Patent is attached hereto as Exhibit 4 and is incorporated by reference.

62. The '031 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257. The '031 patent also claims priority to U.S. Patent Application No. 09/992,413, which was filed on November 18, 2001 and issued as U.S. Patent No. 9,965,233. The '031 Patent also claims priority to U.S. Patent Application No. 10/016,223, which was filed on November 1, 2001 and issued as U.S. Patent No. 7,941,541. The '031 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001, U.S. Provisional Application No. 60/252,682, filed on November 20, 2000, and U.S. Provisional Application No. 60/245,101, filed on November 1, 2000.

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

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

65. An assignment of the '031 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 042385/0202.

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

The '087 Patent

67. The '087 Patent, entitled "Output systems or audio output devices that include an interface operable by a user to initiate wireless discovery for establishing wireless connections with mobile devices", duly and legally issued on August 20, 2019, from U.S. Patent Application No. 15/614,441, filed on June 5, 2017, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '087 Patent is attached hereto as Exhibit 5 and is incorporated by reference.

68. The '087 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257. The '087 patent also claims priority to U.S. Patent Application No. 09/992,413, which was filed on November 18, 2001 and issued as U.S. Patent No. 9,965,233. The '087 Patent also claims priority to U.S. Patent Application No. 10/016,223, which was filed on November 1, 2001 and issued as U.S. Patent No. 7,941,541. The '087 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001, U.S. Provisional Application No. 60/252,682, filed on November 20, 2000, and U.S. Provisional Application No. 60/245,101, filed on November 1, 2000.

69. The '087 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

70. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '087 Patent.

71. An assignment of the '087 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 043035/0205.

72. Flexiworld has standing to sue for infringement of the '087 Patent.

The '073 Patent

73. 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 6 and is incorporated by reference.

74. The '073 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257. The '073 patent also claims priority to U.S. Patent Application No. 09/992,413, which was filed on November 18, 2001 and issued as U.S. Patent No. 9,965,233. The '073 Patent also claims priority to U.S. Patent Application No. 10/016,223, which was filed on November 1, 2001 and issued as U.S. Patent No. 7,941,541. The '073 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001, U.S. Provisional Application No. 60/252,682, filed on November 20, 2000, and U.S. Provisional Application No. 60/245,101, filed on November 1, 2000.

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

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

77. An assignment of the '073 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 043035/0229.

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

The '871 Patent

79. The '871 Patent, entitled "Wireless output devices or wireless controllers for establishing wireless connectivity and for receiving digital content," duly and legally issued on September 8, 2020, from U.S. Patent Application No. 16/051,371, filed on July 31, 2018, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '871 Patent is attached hereto as Exhibit 7 and is incorporated by reference.

80. The '871 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257. The '871 Patent also

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

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

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

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

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

The '056 Patent

85. The '056 Patent, entitled "Output devices, such as televisions, output controllers, or audio output devices, that are setup to wirelessly receive digital content from a digital content service over the Internet or from a wireless information apparatus that is in the same network as the output devices," duly and legally issued on August 17, 2021, from U.S. Patent Application No. 16/557,593, filed on August 30, 2019, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '056 Patent is attached hereto as Exhibit 8 and is incorporated by reference.

86. The '056 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257. The '056 patent also claims priority to U.S. Patent Application No. 09/992,413, which was filed on November 18, 2001 and issued as U.S. Patent No. 9,965,233. The '056 Patent also claims priority to U.S. Patent

Application No. 10/016,223, which was filed on November 1, 2001 and issued as U.S. Patent No. 7,941,541. The '056 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001, U.S. Provisional Application No. 60/252,682, filed on November 20, 2000, and U.S. Provisional Application No. 60/245,101, filed on November 1, 2000.

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

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

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

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

The '811 Patent

91. The '811 Patent, entitled "Specification of smart wireless television for rendering digital content," duly and legally issued on May 26, 2015, from U.S. Patent Application No. 12/764,032, filed on April 20, 2010, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '811 Patent is attached hereto as Exhibit 9 and is incorporated by reference.

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

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

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

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

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

The '096 Patent

97. The '096 Patent, entitled "Information apparatus and application for receiving digital content from a digital content service over the Internet and for playing at least part of the received digital content at an output device," duly and legally issued on November 26, 2019, from U.S. Patent Application No. 15/787,067, filed on October 18, 2017, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '096 Patent is attached hereto as Exhibit 10 and is incorporated by reference.

98. The '096 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257. The '096 patent also claims priority to U.S. Patent Application No. 09/992,413, which was filed on November 18, 2001 and issued as U.S. Patent No. 9,965,233. The '096 Patent also claims priority to U.S. Patent Application No. 10/016,223, which was filed on November 1, 2001 and issued as U.S. Patent No. 7,941,541. The '096 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001, U.S. Provisional Application No. 60/252,682, filed on November 20, 2000, and U.S. Provisional Application No. 60/245,101, filed on November 1, 2000.

99. The '096 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

100. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '096 Patent.

101. An assignment of the '096 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 045907/0890.

102. Flexiworld has standing to sue for infringement of the '096 Patent.

The '903 Patent

103. The '903 Patent, entitled "Output systems, such as television controllers, televisions, display devices, or audio output devices, operable for playing digital content wirelessly received either from a digital content service over the Internet or wirelessly received from a client device that is in the same network as the output system," duly and legally issued on June 8, 2021, from U.S. Patent Application No. 16/696,989, filed on November 26, 2019, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '903 Patent is attached hereto as Exhibit 11 and is incorporated by reference.

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

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

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

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

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

The '773 Patent

109. The '773 Patent, entitled "Information apparatus for playing digital content that is received from a digital content service provided over the Internet", duly and legally issued on December 15, 2020, from U.S. Patent Application No. 16/215,506, filed on December 10, 2018, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '773 Patent is attached hereto as Exhibit 12 and is incorporated by reference.

110. The '773 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002 and issued as U.S. Patent No. 9,836,257. The '773 patent also claims priority to U.S. Patent Application No. 09/992,413, which was filed on November 18, 2001 and issued as U.S. Patent No. 9,965,233. The '773 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001, and U.S. Provisional Application No. 60/252,682, filed on November 20, 2000.

111. The '773 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

112. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '773 Patent.

113. An assignment of the '773 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 042385/0202.

114. Flexiworld has standing to sue for infringement of the '773 Patent.

The '402 Patent

115. The '402 Patent, entitled "Methods for universal data output," duly and legally issued on October 27, 2009, from U.S. Patent Application No. 10/053,651, filed on January 18, 2002, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '402 Patent is attached hereto as Exhibit 13 and is incorporated by reference.

116. The '402 Patent claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001.

117. The '402 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

118. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '402 Patent.

119. An assignment of the '402 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 028733/0064.

120. Flexiworld has standing to sue for infringement of the '402 Patent.

The '257 Patent

121. The '257 Patent, entitled "Mobile information apparatus that includes intelligent wireless display, wireless direct display, or transfer of digital content for playing over air the digital content at smart televisions, television controllers, or audio output devices," duly and legally issued on December 5, 2017, from U.S. Patent Application No. 10/053,765, filed on January 18, 2002, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '257 Patent is attached hereto as Exhibit 14 and is incorporated by reference.

122. The '257 Patent claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001.

123. The '257 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

124. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '257 Patent.

125. An assignment of the '257 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 029112/0430.

126. Flexiworld has standing to sue for infringement of the '257 Patent.

The '257 Patent

127. The '233 Patent, entitled "Digital content services or stores over the Internet that transmit or stream protected or encrypted digital content to connected devices and applications that access the digital content services or stores," dually and legally issued on May 8, 2018, from U.S. Patent Application No. 09/992,413, filed on November 18, 2001, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '233 Patent is attached hereto as Exhibit 15 and is incorporated by reference.

128. The '233 Patent claims priority to U.S. Provisional Application No. 60/252,682, filed on November 20, 2000.

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

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

131. An assignment of the '233 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 012325/0362.

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

GENERAL ALLEGATIONS

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

134. Sony did not have Flexiworld's permission to make, use, sell, offer to sell, or import products or practice methods that are covered by one or more claims of any of the Patents-in-Suit.

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

136. Sony has infringed (literally and/or under the doctrine of equivalents), directly, indirectly, and/or through subsidiaries, agents, representatives, or intermediaries, one or more claims of each of the Patents-in-Suit by making, using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States the Accused TVs and/or the Accused Soundbars/Speakers.

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

138. Defendant has had knowledge of the Patents-in-Suit at least through Flexiworld's sending of (and Defendant's receipt of) a notice letter to Defendant via U.S. mail on October 14, 2021, which identified the Patents-in-Suit, additional Flexiworld patents, and the Accused Products as infringing the Patents-in-Suit. A copy of this notice letter is attached hereto as Exhibit 15. In addition or in the alternative, Defendant has knowledge of the Patents-in-Suit through the service of Flexiworld's Original Complaint in this action.

139. By receiving such notice of infringement, Defendant obtained a subjective belief that there is a high probability that the Accused Products infringe the Patents-in-Suit. Despite being put on notice of infringement, on information and belief Defendant has not taken any actions to avoid the conduct alleged to infringe and has not sought to remedy its infringements by offering to take a license. Defendant's failure to act reflects deliberate actions to avoid learning that the Accused Products infringe the Patents-in-Suit and, more generally, a policy of not earnestly reviewing and respecting the intellectual property of others.

140. Defendant's actions after learning of the Patents-in-Suit were with specific intent to cause infringement of one or more claims of each of the Patents-in-Suit.

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

142. Despite having knowledge of the Patents-in-Suit, as well as knowledge that it was directly and/or indirectly infringing one or more claims of each Patent-in-Suit, Sony nevertheless proceeded to infringe the Patents-in-Suit, and induce others to do the same, with full and complete knowledge of the applicability of the Patents-in-Suit to the Accused Products, without a license and without a good faith belief that the claims of the Patents-in-Suit were not infringed. As noted above, this includes, but is not limited to, the willful blindness of Sony including its refusal to investigate whether the Accused Products infringe the Patents-in-Suit.

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

infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

144. In addition, for the reasons discussed herein, Defendant's infringing activities detailed in this Complaint and Exhibits 17-61 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.

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

146. Sony failed to obtain permission from Flexiworld to make, use, sell, offer to sell, or import products incorporating the inventions claimed in the Patents-in-Suit including, but not limited to, the Accused Products.

147. Attached hereto are Exhibits 17-61, and incorporated herein by reference, are representative claim charts detailing how exemplar Accused Products have infringed the Patents-in-Suit.

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

149. 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.

150. Further, on information and belief Flexiworld's licensees either did not make, offer to sell, sell, or import products that would require marking under 35 U.S.C. § 287 or otherwise did not have an obligation to mark any of their products with any of the Patents-in-Suit.

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

152. 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 '576 PATENT

153. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

154. Sony has directly infringed one or more claims of the '576 Patent, including, for example, claims 8, 9, 10, 12, 13, 14, 15, 16, 18, 19, and 20, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Phones.

155. Exemplary claim charts demonstrating Sony's infringement of the '576 Patent, as well as Sony's customers' infringement of the '576 Patent, which is induced by Sony, are attached as Exhibits 17-21 and incorporated herein by reference.

156. Additionally, on information and belief, Sony has indirectly infringed the '576 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Phones and/or by instructing customers how to use the Accused Phones in a way that directly infringed at least claims 8, 9, 10, 12, 13, 14, 15, 16, 18, 19, and 20 of the '576 Patent.

157. Sony has had knowledge of the '576 Patent and of its infringement of the '576 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

158. On information and belief, Despite Sony's knowledge of the '576 Patent and of its infringement of the '576 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '576 Patent.

159. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claim 8 of the '576 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '576 Patent via at least their use of the Accused Phones. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 17-21 and materials cited therein.

160. As a result of Sony's infringement of the '576 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

161. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 16-20 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

COUNT II – INFRINGEMENT OF THE '178 PATENT

162. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

163. Sony has directly infringed one or more claims of the '178 Patent, including, for example, claims 13, 14, 15, 16, 17, and 18 in violation of 35 U.S.C. § 271(a) by making, using,

selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, and the Accused Headphones.

164. Exemplary claim charts demonstrating Sony's infringement of the '178 Patent, as well as Sony's customers' infringement of the '178 Patent, which is induced by Sony, are attached as Exhibits 22-25 and incorporated herein by reference.

165. Additionally, on information and belief, Sony has indirectly infringed the '178 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, and the Accused Headphones and/or by instructing customers how to use the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, and the Accused Headphones in a way that directly infringed at least claims 13, 14, 15, 16, 17, and 18 of the '178 Patent.

166. Sony has had knowledge of the '178 Patent and of its infringement of the '178 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

167. On information and belief, Despite Sony's knowledge of the '178 Patent and of its infringement of the '178 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '178 Patent.

168. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 13, 14, 15, 16, 17, and 18 of the '178 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '178 Patent via at least their use of the Accused TVs, the Accused

Projectors, the Accused Soundbars/Speakers, and the Accused Headphones. *See, e.g.*, <https://www.sony.com/electronics/support>; *see also* Exhibits 22-25 and materials cited therein.

169. As a result of Sony's infringement of the '178 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.

170. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 21-24 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

COUNT III – INFRINGEMENT OF THE '259 PATENT

171. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

172. Sony has directly infringed one or more claims of the '259 Patent, including, for example, claims 1, 2, 3, 4, 5, 7, 8, 9, 10, and 11 in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused TVs, the Accused Soundbars/Speakers, and the Accused Gaming Consoles.

173. Exemplary claim charts demonstrating Sony's infringement of the '259 Patent, as well as Sony's customers' infringement of the '259 Patent, which is induced by Sony, are attached as Exhibits 26-28 and incorporated herein by reference.

174. Additionally, on information and belief, Sony has indirectly infringed the '259 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused TVs, the Accused Soundbars/Speakers, and the Accused Gaming Consoles and/or by instructing

customers how to use the Accused TVs, the Accused Soundbars/Speakers, and the Accused Gaming Consoles in a way that directly infringed at least claims 1, 2, 3, 4, 5, 7, 8, 9, 10, and 11 of the '259 Patent.

175. Sony has had knowledge of the '259 Patent and of its infringement of the '259 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

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

177. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claim 1, 2, 3, 4, 5, 7, 8, 9, 10, and 11 of the '259 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '259 Patent via at least their use of the Accused TVs, the Accused Soundbars/Speakers, and the Accused Gaming Consoles. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 26-28 and materials cited therein.

178. As a result of Sony's infringement of the '259 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

179. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 25-27 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

COUNT IV – INFRINGEMENT OF THE '031 PATENT

180. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

181. Sony has directly infringed one or more claims of the '031 Patent, including, for example, claims 28, 29, 30, 31, 32, and 33 in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Phones. Sony has also directly infringed one or more claims of the '031 Patent, including, for example, claims 1, 3, 4, 6, and 7 in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, certain mobile applications (including but not limited to the PS4 Second Screen application) (the “Accused Console Apps”).

182. Exemplary claim charts demonstrating Sony’s infringement of the '031 Patent, as well as Sony’s customers’ infringement of the '031 Patent, which is induced by Sony, are attached as Exhibits 29-32 and incorporated herein by reference.

183. Additionally, on information and belief, Sony has indirectly infringed the '031 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Phones and/or by instructing customers how to use the Accused Phones in a way that directly infringed at least claims 28, 29, 30, 31, 32, and 33 of the '031 Patent. Sony has also indirectly infringed the '031 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Phones and/or by instructing customers how to use the Accused Console Apps in a way that directly infringed at least claims 1, 3, 4, 5, and 7 of the '031 Patent.

184. Sony has had knowledge of the '031 Patent and of its infringement of the '031 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

185. On information and belief, despite Sony's knowledge of the '031 Patent and of its infringement of the '031 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '031 Patent.

186. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 28, 29, 30, 31, 32, and 33 of the '031 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '031 Patent via at least their use of the Accused Phones. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 29-31 and materials cited therein. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 1, 3, 4, 6, and 7 of the '031 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '031 Patent via at least their use of the Accused Console Apps. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibit 32 and materials cited therein.

187. As a result of Sony's infringement of the '031 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

188. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 28-30 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights,

justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

COUNT V – INFRINGEMENT OF THE '087 PATENT

189. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

190. Sony has directly infringed one or more claims of the '087 Patent, including, for example, claim 1, 2, 4, 5, 6, and 7 in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, and the Accused Headphones.

191. Exemplary claim charts demonstrating Sony's infringement of the '087 Patent, as well as Sony's customers' infringement of the '087 Patent, which is induced by Sony, are attached as Exhibits 33-36 and incorporated herein by reference.

192. Additionally, on information and belief, Sony has and continues to indirectly infringe the '087 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, and the Accused Headphones and/or by instructing customers how to use the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, and the Accused Headphones in a way that directly infringed at least claims 1, 2, 4, 5, 6, and 7 of the '087 Patent.

193. Sony has had knowledge of the '087 Patent and of its infringement of the '087 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

194. On information and belief, despite Sony's knowledge of the '087 Patent and of its infringement of the '087 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '087 Patent.

195. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 1, 2, 4, 5, 6, and 7 of the '087 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '087 Patent via at least their use of the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, and the Accused Headphones. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 33-36 and materials cited therein.

196. As a result of Sony's infringement of the '087 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.

197. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 31-33 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

COUNT VI – INFRINGEMENT OF THE '073 PATENT

198. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

199. Sony has directly infringed one or more claims of the '073 Patent, including, for example, claim 8, 9, 10, 11, 14, and 15 in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not

limited to, the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, the Accused Gaming Consoles, and the Accused Headphones.

200. Exemplary claim charts demonstrating Sony's infringement of the '073 Patent, as well as Sony's customers' infringement of the '073 Patent, which is induced by Sony, are attached as Exhibits 37-41 and incorporated herein by reference.

201. Additionally, on information and belief, Sony has indirectly infringed the '073 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, the Accused Gaming Consoles, and the Accused Headphones and/or by instructing customers how to use the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, the Accused Gaming Consoles, and the Accused Headphones in a way that directly infringed at least claims 8, 9, 10, 11, 14, and 15 of the '073 Patent.

202. Sony has had knowledge of the '073 Patent and of its infringement of the '073 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

203. On information and belief, despite Sony's knowledge of the '073 Patent and of its infringement of the '073 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '073 Patent.

204. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claim 8 of the '073 Patent. For example, Sony 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 TVs, the Accused Projectors, the

Accused Soundbars/Speakers, the Accused Gaming Consoles, and the Accused Headphones. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 37-41 and materials cited therein.

205. As a result of Sony'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.

206. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 34-38 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

COUNT VII – INFRINGEMENT OF THE '871 PATENT

207. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

208. Sony has directly infringed one or more claims of the '871 Patent, including, for example, claims 15, 16, 17, 18, 19, and 20 in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, the Accused Gaming Consoles, and the Accused Headphones.

209. Exemplary claim charts demonstrating Sony's infringement of the '871 Patent, as well as Sony's customers' infringement of the '871 Patent, which is induced by Sony, are attached as Exhibits 42-46 and incorporated herein by reference.

210. Additionally, on information and belief, Sony has indirectly infringed the '871 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused

TVs, the Accused Projectors, the Accused Soundbars/Speakers, the Accused Gaming Consoles, and the Accused Headphones and/or by instructing customers how to use the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, the Accused Gaming Consoles, and the Accused Headphones in a way that directly infringed at least claims 15, 16, 17, 18, 19, and 20 of the '871 Patent.

211. Sony has had knowledge of the '871 Patent and of its infringement of the '871 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

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

213. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 15, 16, 17, 18, 19, and 20 of the '871 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '871 Patent via at least their use of the Accused TVs, the Accused Projectors, the Accused Soundbars/Speakers, the Accused Gaming Consoles, and the Accused Headphones. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 42-46 and materials cited therein.

214. As a result of Sony's infringement of the '871 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

215. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 39-43 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 VIII – INFRINGEMENT OF THE '056 PATENT

216. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

217. Sony has directly infringed one or more claims of the '056 Patent, including, for example, claims 1, 2, 3, 5, 6, and 7, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused TVs and the Accused Projectors.

218. Exemplary claim charts demonstrating Sony's infringement of the '056 Patent, as well as Sony's customers' infringement of the '056 Patent, which is induced by Sony, are attached as Exhibits 47 and 48 and incorporated herein by reference.

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

220. Sony has had knowledge of the '056 Patent and of its infringement of the '056 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

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

222. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 1, 2, 3, 5, 6, and 7 of the '056 Patent. For example, Sony offers its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '056 Patent via at least their use of the Accused TVs and the Accused Projectors. *See, e.g.*, <https://www.sony.com/electronics/support>; *see also* Exhibit 47-48 and materials cited therein.

223. As a result of Sony's infringement of the '056 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

224. In addition, Sony's infringing activities detailed in this Complaint and Exhibit 44-45 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 IX – INFRINGEMENT OF THE '811 PATENT

225. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

226. Sony has directly infringed one or more claims of the '811 Patent, including, for example, claims 1, 2, 5, 6, 8, 9, 10, 11, 13, 14, and 19 in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused TVs.

227. An exemplary claim chart demonstrating Sony's infringement of the '811 Patent, as well as Sony's customers' infringement of the '811 Patent, which is induced by Sony, is attached as Exhibit 49 and incorporated herein by reference.

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

229. Sony has had knowledge of the '811 Patent and of its infringement of the '811 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

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

231. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 1, 2, 5, 6, 8, 9, 10, 11, 13, 14, and 19 of the '811 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '811 Patent via at least their use of the Accused TVs. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibit 49 and materials cited therein.

232. As a result of Sony's infringement of the '811 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

233. In addition, Sony's infringing activities detailed in this Complaint and Exhibit 46 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 X – INFRINGEMENT OF THE '096 PATENT

234. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

235. Sony has directly infringed one or more claims of the '096 Patent, including, for example, claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Phones.

236. Exemplary claim charts demonstrating Sony's infringement of the '096 Patent, as well as Sony's customers' infringement of the '096 Patent, which is induced by Sony, are attached as Exhibits 50-52 and incorporated herein by reference.

237. Additionally, on information and belief, Sony has indirectly infringed the '096 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Phones and/or by instructing customers how to use the Accused Phones in a way that directly infringed at least claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of the '096 Patent.

238. Sony has had knowledge of the '096 Patent and of its infringement of the '096 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

239. On information and belief, despite Sony's knowledge of the '096 Patent and of its infringement of the '096 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '096 Patent.

240. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of the '096 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '096 Patent via at least their use of the Accused Phones. *See, e.g.*, <https://www.sony.com/electronics/support>; *see also* Exhibits 50-52 and materials cited therein.

241. As a result of Sony's infringement of the '096 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.

242. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 47-49 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 XI – INFRINGEMENT OF THE '903 PATENT

243. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

244. Sony has directly infringed one or more claims of the '903 Patent, including, for example, claims 8, 9, 10, 11, 12, and 13 in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused TVs and the Accused Gaming Consoles.

245. Exemplary claim charts demonstrating Sony's infringement of the '903 Patent, as well as Sony's customers' infringement of the '903 Patent, which is induced by Sony, are attached as Exhibits 53-54 and incorporated herein by reference.

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

247. Sony has had knowledge of the '903 Patent and of its infringement of the '903 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

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

249. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 8-13 of the '903 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '903 Patent via at least their use of the Accused TVs and the Accused Gaming Consoles. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 53-54 and materials cited therein.

250. As a result of Sony's infringement of the '903 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

251. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 50-51 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 XII – INFRINGEMENT OF THE '773 PATENT

252. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

253. Sony has directly infringed one or more claims of the '773 Patent, including, for example, claims 1, 2, and 5 in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Phones.

254. An exemplary claim chart demonstrating Sony's infringement of the '773 Patent, as well as Sony's customers' infringement of the '773 Patent, which is induced by Sony, is attached as Exhibit 55 and incorporated herein by reference.

255. Additionally, on information and belief, Sony has indirectly infringed the '773 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Phones and/or by instructing customers how to use the Accused Phones in a way that directly infringed at least claims 1, 2, and 5 of the '773 Patent.

256. Sony has had knowledge of the '773 Patent and of its infringement of the '773 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

257. On information and belief, despite Sony's knowledge of the '773 Patent and of its infringement of the '773 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '773 Patent.

258. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 1, 2, and 5 of the '773 Patent. For example, Sony offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '773 Patent via at least their use of the Accused Phones. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibit 55 and materials cited therein.

259. As a result of Sony's infringement of the '773 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.

260. In addition, Sony's infringing activities detailed in this Complaint and Exhibit 52 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 XIII – INFRINGEMENT OF THE '402 PATENT

261. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

262. Sony has and continues to directly infringe one or more claims of the '402 Patent, including, for example, claims 33, 34, 35, 36, and 37 in violation of 35 U.S.C. § 271(a) by making,

using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Phones.

263. Exemplary claim charts demonstrating Sony's infringement of the '402 Patent, as well as Sony's customers' infringement of the '402 Patent, which is induced by Sony, are attached as Exhibits 56-57 and incorporated herein by reference.

264. Additionally, on information and belief, Sony has and continues to indirectly infringe the '402 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Phones and/or by instructing customers how to use the Accused Phones in a way that directly infringes at least claims 33-37 of the '402 Patent.

265. Sony has had knowledge of the '402 Patent and of its infringement of the '402 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

266. On information and belief, despite Sony's knowledge of the '402 Patent and of its infringement of the '402 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '402 Patent.

267. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 33-37 of the '402 Patent. For example, Sony offers its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '402 Patent via at least their use of the Accused Phones. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 56-57 and materials cited therein.

268. As a result of Sony's infringement of the '402 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.

269. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 53-54 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 XIV – INFRINGEMENT OF THE '257 PATENT

270. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

271. Sony has and continues to directly infringe one or more claims of the '257 Patent, including, for example, claims 1, 2, 8, 9, and 11 in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Phones.

272. Exemplary claim charts demonstrating Sony's infringement of the '257 Patent, as well as Sony's customers' infringement of the '257 Patent, which is induced by Sony, are attached as Exhibits 58-59 and incorporated herein by reference.

273. Additionally, on information and belief, Sony has and continues to indirectly infringe the '257 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Phones and/or by instructing customers how to use the Accused Phones in a way that directly infringes at least claims 1, 2, 8, 9, and 11 of the '257 Patent.

274. Sony has had knowledge of the '257 Patent and of its infringement of the '257 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

275. On information and belief, despite Sony's knowledge of the '257 Patent and of its infringement of the '257 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '257 Patent.

276. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 1, 2, 8, 9, and 11 of the '257 Patent. For example, Sony offers its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '257 Patent via at least their use of the Accused Phones. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 58-59 and materials cited therein.

277. As a result of Sony's infringement of the '257 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.

278. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 55-56 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 XV – INFRINGEMENT OF THE '233 PATENT

279. Flexiworld incorporates herein the allegations made in paragraphs 1 through 152.

280. Sony has and continues to directly infringe one or more claims of the '233 Patent, including, for example, claims 27-30, 34, and 35 in violation of 35 U.S.C. § 271(a) by making,

using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused TVs and the Accused Gaming Consoles.

281. Exemplary claim charts demonstrating Sony's infringement of the '233 Patent, as well as Sony's customers' infringement of the '233 Patent, which is induced by Sony, are attached as Exhibits 60-61 and incorporated herein by reference.

282. Additionally, on information and belief, Sony has and continues to indirectly infringe the '233 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused TVs and the Accused Gaming Consoles and/or by instructing customers how to use the Accused TVs and the Accused Gaming Consoles in a way that directly infringes at least claims 27-30, 34, and 35 of the '233 Patent.

283. Sony has had knowledge of the '233 Patent and of its infringement of the '233 Patent through at least Flexiworld's October 24, 2021 notice letter to Sony, a copy of which is attached hereto as Exhibit 16.

284. On information and belief, despite Sony's knowledge of the '233 Patent and of its infringement of the '233 Patent, Sony has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '233 Patent.

285. On information and belief, Sony's actions represented a specific intent to induce infringement of at least claims 27-30, 34, and 35 of the '233 Patent. For example, Sony offers its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '233 Patent via at least their use of the Accused TVs and the Accused Gaming Consoles. *See, e.g.,* <https://www.sony.com/electronics/support>; *see also* Exhibits 60-61 and materials cited therein.

286. As a result of Sony's infringement of the '233 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

287. In addition, Sony's infringing activities detailed in this Complaint and Exhibits 60-61 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

DEMAND FOR A JURY TRIAL

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

PRAYER FOR RELIEF

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

- a. A judgment that Sony has directly and/or indirectly infringed one or more claims of each of the Patents-in-Suit;
- b. A judgment and order requiring Sony to pay Flexiworld past and future damages under 35 U.S.C. § 284, including for supplemental damages arising from any continuing post-verdict infringement for the time between trial and entry of the final judgment with an accounting, as needed, as provided by 35 U.S.C. § 284;
- c. A judgment and order that Sony has willfully infringed the Patents-in-Suit and requiring Sony to pay Flexiworld enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285;

- d. A judgment and order requiring Sony to pay Flexiworld pre-judgment and post-judgment interest on the damages award;
- e. A judgment and order requiring Sony to pay Flexiworld's costs; and
- f. Such other and further relief as the Court may deem just and proper.

Dated: December 19, 2023

Respectfully submitted,

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