

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

HONEYWELL INTERNATIONAL INC. and
HAND HELD PRODUCTS, INC.,

Plaintiffs,

v.

SCANDIT AG,

Defendant.

CIVIL ACTION No.2:24cv374

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs Honeywell International Inc. and Hand Held Products, Inc. (collectively, “Honeywell” or “Plaintiff”), by and through their undersigned counsel, file this Complaint against Scandit AG (“Scandit” or “Defendant”) and allege on knowledge as to their own actions, and upon knowledge and information and belief as to the actions of others as follows:

NATURE OF THE ACTION

1. This action arises under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.*, from Defendant’s infringement of United States Patent No. 8,985,461 (“461 Patent”); United States Patent No. 9,696,612 (“612 Patent”); United States Patent No. 9,818,013 (“013 Patent”); United States Patent No. 10,803,274 (“274 Patent”); United States Patent No. 11,347,958 (“958 Patent”); and United States Patent No. 11,809,952 (“952 Patent”) (collectively, the “Asserted Patents”).

THE PARTIES

2. Plaintiff Honeywell International Inc. (“Honeywell International”) is a Delaware corporation with its principal place of business at 855 S. Mint Street, Charlotte, North Carolina 28202.

3. Plaintiff Hand Held Products, Inc. (“Hand Held”) is a Delaware corporation and a wholly owned subsidiary of Honeywell International Inc., with its principal place of business at 855 S. Mint Street, Charlotte, North Carolina 28202.

4. On information and belief, Defendant Scandit AG (“Scandit”) is a Swiss corporation with its principal place of business at Hardturmstrasse 181, 8005 Zurich, Switzerland.

JURISDICTION AND VENUE

5. This Court has federal question jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action involves a claim arising under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.* The Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a), as the matter in controversy exceeds \$75,000.

6. This Court has personal jurisdiction over Scandit under the laws of this State and consistent with the underlying due process principles of the United States Constitution. Scandit is subject to jurisdiction in the United States, and specifically in the State of Texas, pursuant to Rule 4(k)(2) of the Federal Rules of Civil Procedure.

7. On information and belief, Scandit is doing business in this State and District, has significant contacts in this State and District, has offered for sale and sold infringing products in this State and District, and has committed acts in this State and District that are subject of the counts set forth herein. For example, Scandit offers for sale the infringing technology through the

Apple App store and Google Play store in the United States, including this State and District. *See* Exs. 1 and 2 (last accessed on May 9, 2024).

8. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(c) and 28 U.S.C. § 1400(b). *See In re HTC Corp.*, 889 F.3d 1349 (Fed. Cir. 2018).

**HONEYWELL'S HIGH-PERFORMANCE SCANNERS
AND HISTORY OF INNOVATION**

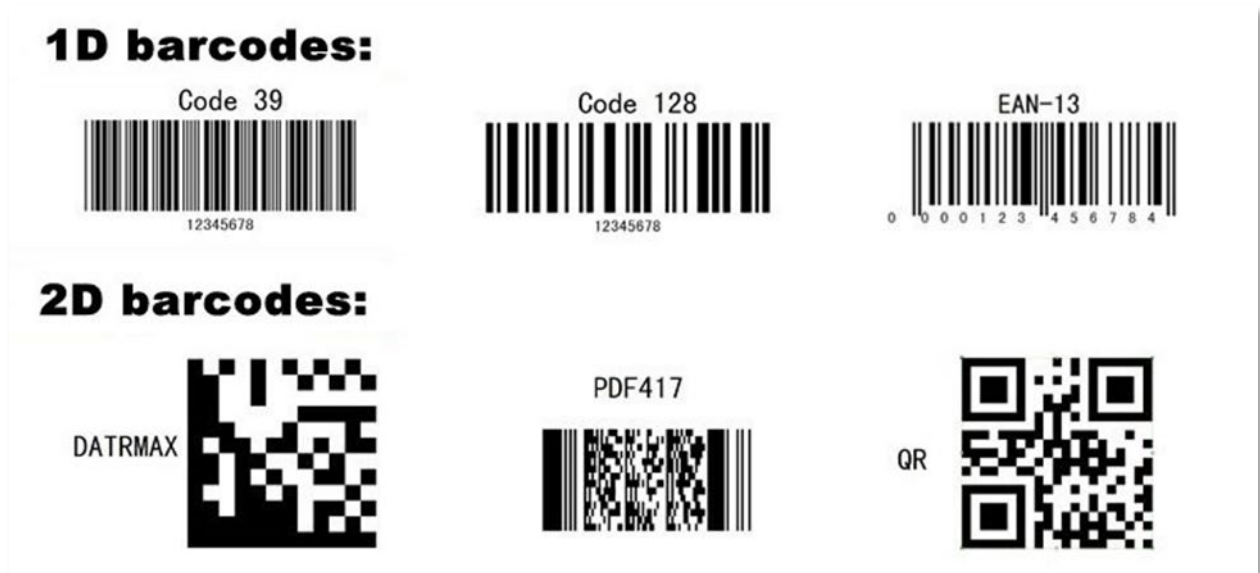
9. Honeywell International acquired Hand Held Products, Inc. in 2007. Honeywell International itself traces its roots to 1904 and an engineer named Mark Honeywell from Wabash, Indiana who developed and installed the first hot-water-heating system in the United States. Honeywell International would later play a key role in U.S. war efforts, including inventing and manufacturing the first electronic autopilot system. After entering the computer business through a merger with Raytheon Corporation in 1957, Honeywell International developed and engineered the instruments that safely landed Neil Armstrong and Buzz Aldrin on the moon. Research is one of the keys to Honeywell International's success and provides the necessary cornerstone for its cutting-edge products.

10. Honeywell International has also been a pioneer in the barcode scanning industry since the 1960s. Since that time, thousands of retailers, distributors, healthcare providers, and industrial organizations have used Honeywell's barcode scanners to improve efficiency, speed, and accuracy in their operations. Hand Held Products, Inc. complimented Honeywell International's legacy of innovation with important inventions and products in the barcode scanning industry. The Asserted Patents, described in more detail below, are a reflection of the breadth of Honeywell's extensive dedication and investment in barcode scanning technology.

11. Early barcode scanners were designed to read linear, one-dimensional (1D) barcodes. 1D barcodes use a series of lines and spaces and variable lengths to encode data along a

single axis. These linear barcodes can contain only a handful of characters. Accordingly, to encode longer strings of data, 1D barcodes would need to be physically enlarged or extended. This is not suitable for all circumstances.

12. As a result, various two-dimensional (2D) barcodes, which can also use shapes to encode data, were designed. Because the data can be encoded in multiple rows and/or multiple axis and may be based on both a vertical and horizontal arrangement of shapes, 2D barcodes can encode exponentially more data in the same amount of space compared to their 1D counterparts. Exemplary 1D and 2D barcodes are reproduced below:



13. The advent of 2D barcodes ushered in a new era with a need for advanced barcode scanners that could decode these complex arrangements of shapes and sizes. As a pioneer in advanced 2D barcode scanners, Honeywell developed an array of products and technologies that allowed barcode scanners to seamlessly read 1D and 2D barcodes. Barcode scanners, because of Honeywell's advancements, can now quickly decode any type of barcode, regardless of environment, and can automatically adjust to different users to provide quick and accurate scanning and decoding.

14. One such innovation is the Honeywell’s SwiftDecoder solution, which enables barcode scanning apps and transforms mobile devices into powerful tools that help increase operational efficiency and decrease costs. It can use augmented reality (AR) to overlay additional visual information to help improve workflows.

SCANDIT’S INFRINGING ACTIVITIES

15. Scandit has infringed and continues to infringe on Honeywell’s valuable intellectual property, including at least the Asserted Patents. Scandit is using Honeywell’s patented technology without a license or Honeywell’s permission.

16. According to Scandit, its “Smart Data Capture on smart devices enables users to interact with physical items by capturing data from barcodes, text, IDs and objects to automate end-to-end processes and provide actionable insights.” *See* Ex. 3 (last accessed on May 9, 2024). And that “with Scandit, any smart device, like smartphones, drones, digital eyewear and robots, can scan up to 3x raster than dedicated scanners.” *Id.*

17. According to Scandit, its Smart Data Capture Platform “is the foundation on which we build data capture solution that give superpowers to workers, consumers and business” and that it offers “unmatched speed, accuracy and intelligence.” *See* Ex. 4 (last accessed on May 9, 2024).

18. On May 16, 2019, Honeywell sent Scandit a letter notifying Scandit that its scanning solutions infringe several Honeywell patents including the ’461 Patent and ’612 Patent.

19. Honeywell provided Scandit with exemplary and representative claim charts on May 16, 2019, explaining how Scandit was infringing the ’461 Patent and the ’612 Patent.

20. On February 21, 2023, Honeywell sent Scandit a second letter notifying it that its scanning solutions infringe additional Honeywell patents including the ’274 Patent and ’013 Patent.

21. On February 21, 2023, Honeywell offered to provide Scandit with exemplary and representative claim charts explaining how Scandit was infringing the '274 Patent and the '013 Patent. Scandit did not request further information.

22. Scandit's actions are willful or at least objectively reckless as to the risk of infringing a valid patent, and this objective risk was either known or should have been known by Scandit.

THE ASSERTED PATENTS¹

23. The '461 Patent, titled "Mobile Device Having an Improved User Interface for Reading Code Symbols," which issued on March 24, 2015, names inventors Geoffrey Gelay, Robert Michael Hussey, and Bhishma Thakkar. The '461 Patent issued from U.S. Patent Application Serial No. 13/930,913, filed on June 28, 2013. A true and accurate copy of the '461 Patent is attached hereto as Exhibit 5.

24. Hand Held Products, Inc. is the owner and assignee of the entire right, title, and interest in and to the '461 Patent and holds the right to sue and recover damages for infringement thereof.

25. The '612 Patent, titled "Optical Redirection Adapter," which issued on July 4, 2017, names inventor Donald Anderson. The '612 Patent issued from U.S. Patent Application Serial No. 15/082,393, filed on March 28, 2016. A true and accurate copy of the '612 Patent is attached hereto as Exhibit 6.

¹ All descriptions of the inventions herein are presented to give a general background of those inventions. Such statements are not intended to be used, nor should be used, for purposes of patent claim interpretation. Honeywell presents these statements subject to, and without waiver of, its right to argue that claim terms should be construed in a particular way, as contemplated by claim interpretation jurisprudence and the relevant evidence.

26. Hand Held Products, Inc. is the owner and assignee of the entire right, title, and interest in and to the '612 Patent and holds the right to sue and recover damages for infringement thereof.

27. The '013 Patent, titled "Mobile Computer Configured to Read Multiple Decodable Indicia," which issued on November 14, 2017, names inventor Taylor Smith. The '013 Patent issued from U.S. Patent Application Serial No. 14/956,538, filed on December 2, 2015. A true and accurate copy of the '013 Patent is attached hereto as Exhibit 7.

28. Hand Held Products, Inc. is the owner and assignee of the entire right, title, and interest in and to the '013 Patent and holds the right to sue and recover damages for infringement thereof.

29. The '274 Patent, titled "Computer Configured to Display Multimedia Content," which issued on October 13, 2020, names inventors Timothy Williams and Timothy Meier. The '274 Patent issued from U.S. Patent Application Serial No. 16/433,452, filed on June 6, 2019. A true and accurate copy of the '274 Patent is attached hereto as Exhibit 8.

30. Honeywell International Inc. is the owner and assignee of the entire right, title, and interest in and to the '274 Patent and holds the right to sue and recover damages for infringement thereof.

31. The '958 Patent, titled "Computer Configured to Display Multimedia Content," which issued on May 31, 2022, names inventors Timothy Williams and Timothy Meier. The '958 Patent issued from U.S. Patent Application Serial No. 17/017,841, filed on September 11, 2020. A true and accurate copy of the '958 Patent is attached hereto as Exhibit 9.

32. Honeywell International Inc. is the owner and assignee of the entire right, title, and interest in and to the '958 Patent and holds the right to sue and recover damages for infringement thereof.

33. The '952 Patent, titled "Computer Configure to Display Multimedia Content," which issued on November 7, 2023, names inventors Timothy Williams and Timothy Meier. The '952 Patent issued from U.S. Patent Application Serial No. 18/320,551, filed on May 19, 2023. A true and accurate copy of the '952 Patent is attached hereto as Exhibit 10.

34. Honeywell International Inc. is the owner and assignee of the entire right, title, and interest in and to the '952 Patent and holds the right to sue and recover damages for infringement thereof.

COUNT I – INFRINGEMENT OF THE '461 PATENT

35. Honeywell incorporates by reference the allegations contained in all preceding paragraphs.

36. The '461 Patent is valid and enforceable.

37. Hand Held Products, Inc. owns the entire right, title, and interest to the '461 Patent.

38. Scandit has directly infringed and continues to directly infringe at least claim 13 of the '461 Patent—both literally and under the doctrine of equivalents—by making, using, selling, and/or offering for sale products that embody the inventions disclosed in the '461 Patent, including Scandit's Smart Data Capture Platform.

39. On information and belief, Scandit has directly infringed claim 13 of the '461 Patent by developing, testing, and using its Smart Data Capture Platform in the United States.

40. A non-limiting chart evidencing Scandit's infringement of claim 13 of the '461 Patent is attached hereto as Exhibit 11.

41. Scandit also indirectly infringed and continues to indirectly infringe at least claim 13 of the '461 Patent with knowledge of or being willfully blind that its actions constitute infringement, at least as of May 16, 2019.

42. End users of the Smart Data Capture Platform directly infringe at least claim 13 of the '461 Patent by using the Smart Data Capture Platform in the United States.

43. On information and belief, Scandit has had knowledge of or was willfully blind to the '461 Patent and that its actions constitute infringement since at least May 16, 2019. For example, Honeywell notified Scandit of its infringement of the '461 Patent in correspondence dated May 16, 2019.

44. Scandit had induced and continues to induce infringement of the '461 Patent by providing information and instruction on using the Smart Data Capture Platform in an infringing manner evidenced at least by: (1) marketing and sales materials provided to its customers and potential customers through its website and its other marketing activities; (2) the instructions and information contained in Scandit's instructional materials; and (3) instructional videos published by Scandit on YouTube. For example, Scandit provides numerous use cases in a video on its website showing induced infringement of the '461 Patent. *See, e.g.,* <https://www.scandit.com/products/augmented-reality/> (last accessed May 9, 2024). Scandit knew its activities were inducing infringement at least through copying Honeywell's patented technology.

45. Scandit contributes to infringement of the '461 Patent by others by marketing and selling the Smart Data Capture Platform, which is especially made for infringing use, with the knowledge that such use is infringing, and with the knowledge that these products are part to such infringing uses.

46. Despite its knowledge of the '461 Patent, Scandit infringed and continues to infringe the patent. Accordingly, Scandit's infringement is willful.

47. As a result of Scandit's infringement of the '461 Patent, Honeywell has suffered and continues to suffer irreparable harm for which it has no adequate remedy at law. Unless enjoined by this Court, Scandit's infringement will continue, resulting in further irreparable harm to Honeywell.

48. Honeywell has complied with 35 U.S.C. § 287 with respect to the '461 Patent as reflected by its virtual marking practice. *See*

<https://sps.honeywell.com/us/en/support/productivity/patents>

49. Honeywell is entitled to recover damages from Scandit not less than a reasonable royalty adequate to compensate for the infringement.

50. Scandit's unlawful actions have caused, and will continue to cause, Honeywell irreparable harm to its business and reputation unless enjoined.

COUNT II – INFRINGEMENT OF THE '612 PATENT

51. Honeywell incorporates by reference the allegations contained in all preceding paragraphs.

52. The '612 Patent is valid and enforceable.

53. Hand Held Products, Inc. owns the entire right, title, and interest to the '612 Patent.

54. Scandit has directly infringed at least claim 1 of the '612 Patent—both literally and under the doctrine of equivalents—by making, using, selling, and/or offering for sale products that embody the inventions disclosed in the '612 Patent, including the Scandit Case.

55. On information and belief, Scandit has directly infringed claim 1 of the '612 Patent by developing, testing, and using the Scandit Case in the United States

56. A non-limiting chart evidencing Scandit's infringement of claim 1 of the '612 Patent is attached hereto as Exhibit 12.

57. Scandit also indirectly infringed at least claim 1 of the '612 Patent with knowledge of or being willfully blind that its actions constitute infringement, at least as of May 16, 2019.

58. End users of the Scandit Case directly infringe at least claim 1 of the '612 Patent by using the Scandit Case in the United States.

59. On information and belief, Scandit has had knowledge of or was willfully blind to the '612 Patent and that its actions constitute infringement since at least May 16, 2019. For example, Honeywell notified Scandit of its infringement of the '612 Patent in correspondence dated May 16, 2019.

60. Scandit had induced infringement of the '612 Patent by providing information and instruction on using the Scandit Case in an infringing manner evidenced at least by: (1) marketing and sales materials provided to its customers and potential customers through its website and its other marketing activities; (2) the instructions and information contained in Scandit's instructional materials; and (3) instructional videos. For example, Scandit provided information on its website showing induced infringement of the '612 Patent. *See, e.g.*, Ex. 13. Scandit knew its activities were inducing infringement at least through copying Honeywell's patented technology.

61. Scandit contributed to infringement of the '612 Patent by others by marketing and selling the Scandit Case, which are especially made for infringing use, with the knowledge that such use is infringing, and with the knowledge that these products are part to such infringing uses.

62. Despite its knowledge of the '612 Patent, Scandit infringed the patent. Accordingly, Scandit's infringement was willful.

63. As a result of Scandit's infringement of the '612 Patent, Honeywell has suffered irreparable harm for which it has no adequate remedy at law. Unless enjoined by this Court, Scandit's infringement will continue, resulting in further irreparable harm to Honeywell.

64. Honeywell is entitled to recover damages from Scandit not less than a reasonable royalty adequate to compensate for the infringement.

65. Scandit's unlawful actions have caused, and will continue to cause, Honeywell irreparable harm to its business and reputation unless enjoined.

COUNT III – INFRINGEMENT OF THE '013 PATENT

66. Honeywell incorporates by reference the allegations contained in all preceding paragraphs.

67. The '013 Patent is valid and enforceable.

68. Hand Held Products, Inc. owns the entire right, title, and interest to the '013 Patent.

69. Scandit has directly infringed and continues to directly infringe at least claim 7 of the '013 Patent—both literally and under the doctrine of equivalents—by making, using, selling, and/or offering for sale products that embody the inventions disclosed in the '013 Patent, including Scandit's Smart Data Capture Platform.

70. On information and belief, Scandit has directly infringed claim 7 of the '013 Patent by developing, testing, and using its Smart Data Capture Platform in the United States.

71. A non-limiting chart evidencing Scandit's infringement of claim 7 of the '013 Patent is attached hereto as Exhibit 14.

72. Scandit also indirectly infringed and continues to indirectly infringe at least claim 7 of the '013 Patent with knowledge of or being willfully blind that its actions constitute infringement, at least as of February 21, 2023.

73. End users of the Smart Data Capture Platform directly infringe at least claim 7 of the '013 Patent by using the Smart Data Capture Platform in the United States.

74. On information and belief, Scandit has had knowledge of or was willfully blind to the '013 Patent and that its actions constitute infringement since at least February 21, 2023. For example, Honeywell notified Scandit of its infringement of the '013 Patent in correspondence dated February 21, 2023.

75. Scandit had induced and continues to induce infringement of the '013 Patent by providing information and instruction on using the Smart Data Capture Platform in an infringing manner evidenced at least by: (1) marketing and sales materials provided to its customers and potential customers through its website and its other marketing activities; (2) the instructions and information contained in Scandit's instructional materials; and (3) instructional videos published by Scandit on YouTube. For example, Scandit provides numerous use cases in a video on its website showing induced infringement of the '013 Patent. *See, e.g.,* <https://www.scandit.com/products/augmented-reality/> (last accessed May 9, 2024). Scandit knew its activities were inducing infringement at least through copying Honeywell's patented technology.

76. Scandit contributes to infringement of the '013 Patent by others by marketing and selling the Smart Data Capture Platform, which are especially made for infringing use, with the knowledge that such use is infringing, and with the knowledge that these products are part to such infringing uses.

77. Despite its knowledge of the '013 Patent, Scandit infringed and continues to infringe the patent. Accordingly, Scandit's infringement is willful.

78. As a result of Scandit's infringement of the '013 Patent, Honeywell has suffered and continues to suffer irreparable harm for which it has no adequate remedy at law. Unless enjoined by this Court, Scandit's infringement will continue, resulting in further irreparable harm to Honeywell.

79. Honeywell has complied with 35 U.S.C. § 287 with respect to the '013 Patent as reflected by its virtual marking practice. *See*

<https://sps.honeywell.com/us/en/support/productivity/patents>

80. Honeywell is entitled to recover damages from Scandit not less than a reasonable royalty adequate to compensate for the infringement.

81. Scandit's unlawful actions have caused, and will continue to cause, Honeywell irreparable harm to its business and reputation unless enjoined.

COUNT IV – INFRINGEMENT OF THE '274 PATENT

82. Honeywell incorporates by reference the allegations contained in all preceding paragraphs.

83. The '274 Patent is valid and enforceable.

84. Honeywell International Inc. owns the entire right, title, and interest to the '274 Patent.

85. Scandit has directly infringed and continues to directly infringe at least claim 10 of the '274 Patent—both literally and under the doctrine of equivalents—by making, using, selling, and/or offering for sale products that embody the inventions disclosed in the '274 Patent, including Scandit's Smart Data Capture Platform.

86. On information and belief, Scandit has directly infringed claim 10 of the '274 Patent by developing, testing, and using its Smart Data Capture Platform in the United States.

87. A non-limiting chart evidencing Scandit's infringement of claim 10 of the '274 Patent is attached hereto as Exhibit 15.

88. Scandit also indirectly infringed and continues to indirectly infringe at least claim 10 of the '274 Patent with knowledge of or being willfully blind that its actions constitute infringement, at least as of February 21, 2023.

89. End users of the Smart Data Capture Platform directly infringe at least claim 10 of the '274 Patent by using the Smart Data Capture Platform in the United States.

90. On information and belief, Scandit has had knowledge of or was willfully blind to the '274 Patent and that its actions constitute infringement since at least February 21, 2023. For example, Honeywell notified Scandit of its infringement of the '274 Patent in correspondence dated February 21, 2023.

91. Scandit had induced and continues to induce infringement of the '274 Patent by providing information and instruction on using the Smart Data Capture Platform in an infringing manner evidenced at least by: (1) marketing and sales materials provided to its customers and potential customers through its website and its other marketing activities; (2) the instructions and information contained in Scandit's instructional materials; and (3) instructional videos published by Scandit on YouTube. For example, Scandit provides numerous use cases in a video on its website showing induced infringement of the '274 Patent. *See, e.g.,* <https://www.scandit.com/products/augmented-reality/> (last accessed May 9, 2024). Scandit knew its activities were inducing infringement at least through copying Honeywell's patented technology.

92. Scandit contributes to infringement of the '274 Patent by others by marketing and selling the Smart Data Capture Platform, which are especially made for infringing use, with the

knowledge that such use is infringing, and with the knowledge that these products are part to such infringing uses.

93. Despite its knowledge of the '274 Patent, Scandit infringed and continues to infringe the patent. Accordingly, Scandit's infringement is willful.

94. As a result of Scandit's infringement of the '274 Patent, Honeywell has suffered and continues to suffer irreparable harm for which it has no adequate remedy at law. Unless enjoined by this Court, Scandit's infringement will continue, resulting in further irreparable harm to Honeywell.

95. Honeywell has complied with 35 U.S.C. § 287 with respect to the '274 Patent as reflected by its virtual marking practice. *See*

<https://sps.honeywell.com/us/en/support/productivity/patents>

96. Honeywell is entitled to recover damages from Scandit not less than a reasonable royalty adequate to compensate for the infringement.

97. Scandit's unlawful actions have caused, and will continue to cause, Honeywell irreparable harm to its business and reputation unless enjoined.

COUNT V – INFRINGEMENT OF THE '958 PATENT

98. Honeywell incorporates by reference the allegations contained in all preceding paragraphs.

99. The '958 Patent is valid and enforceable.

100. Honeywell International Inc. owns the entire right, title, and interest to the '958 Patent.

101. Scandit has directly infringed and continues to directly infringe at least claim 10 of the '958 Patent—both literally and under the doctrine of equivalents—by making, using, selling,

and/or offering for sale products that embody the inventions disclosed in the '958 Patent, including Scandit's Smart Data Capture Platform.

102. On information and belief, Scandit has directly infringed claim 10 of the '958 Patent by developing, testing, and using its Smart Data Capture Platform in the United States.

103. A non-limiting chart evidencing Scandit's infringement of claim 10 of the '958 Patent is attached hereto as Exhibit 16.

104. Scandit also indirectly infringed and continues to indirectly infringe at least claim 10 of the '958 Patent with knowledge of or being willfully blind that its actions constitute infringement, since at least the filing of this Complaint.

105. End users of the Smart Data Capture Platform directly infringe at least claim 10 of the '958 Patent by using the Smart Data Capture Platform in the United States.

106. On information and belief, Scandit has had knowledge of or was willfully blind to the '958 Patent and that its actions constitute infringement since at least the filing of this Complaint.

107. Scandit had induced and continues to induce infringement of the '958 Patent by providing information and instruction on using the Smart Data Capture Platform in an infringing manner evidenced at least by: (1) marketing and sales materials provided to its customers and potential customers through its website and its other marketing activities; (2) the instructions and information contained in Scandit's instructional materials; and (3) instructional videos published by Scandit on YouTube. For example, Scandit provides numerous use cases in a video on its website showing induced infringement of the '958 Patent. *See, e.g.,* <https://www.scandit.com/products/augmented-reality/> (last accessed May 9, 2024). Scandit knew

its activities were inducing infringement at least through copying Honeywell's patented technology.

108. Scandit contributes to infringement of the '958 Patent by others by marketing and selling the Smart Data Capture Platform, which are especially made for infringing use, with the knowledge that such use is infringing, and with the knowledge that these products are part to such infringing uses.

109. Despite its knowledge of the '958 Patent, Scandit infringed and continues to infringe the patent. Accordingly, Scandit's infringement is willful.

110. As a result of Scandit's infringement of the '958 Patent, Honeywell has suffered and continues to suffer irreparable harm for which it has no adequate remedy at law. Unless enjoined by this Court, Scandit's infringement will continue, resulting in further irreparable harm to Honeywell.

111. Honeywell has complied with 35 U.S.C. § 287 with respect to the '958 Patent as reflected by its virtual marking practice. *See*

<https://sps.honeywell.com/us/en/support/productivity/patents>

112. Honeywell is entitled to recover damages from Scandit not less than a reasonable royalty adequate to compensate for the infringement.

113. Scandit's unlawful actions have caused, and will continue to cause, Honeywell irreparable harm to its business and reputation unless enjoined.

COUNT VI – INFRINGEMENT OF THE '952 PATENT

114. Honeywell incorporates by reference the allegations contained in all preceding paragraphs.

115. The '952 Patent is valid and enforceable.

116. Honeywell International Inc. owns the entire right, title, and interest to the '952 Patent.

117. Scandit has directly infringed and continues to directly infringe at least claim 1 of the '952 Patent—both literally and under the doctrine of equivalents—by making, using, selling, and/or offering for sale products that embody the inventions disclosed in the '952 Patent, including Scandit's Smart Data Capture Platform.

118. On information and belief, Scandit has directly infringed claim 1 of the '952 Patent by developing, testing, and using its Smart Data Capture Platform in the United States.

119. A non-limiting chart evidencing Scandit's infringement of claim 1 of the '952 Patent is attached hereto as Exhibit 17.

120. Scandit also indirectly infringed and continues to indirectly infringe at least claim 1 of the '952 Patent with knowledge of or being willfully blind that its actions constitute infringement, at least as of the filing of this Complaint.

121. End users of the Smart Data Capture Platform directly infringe at least claim 1 of the '952 Patent by using the Smart Data Capture Platform in the United States.

122. On information and belief, Scandit has had knowledge of or was willfully blind to the '952 Patent and that its actions constitute infringement since at least the filing of this Complaint.

123. Scandit had induced and continues to induce infringement of the '952 Patent by providing information and instruction on using the Smart Data Capture Platform in an infringing manner evidenced at least by: (1) marketing and sales materials provided to its customers and potential customers through its website and its other marketing activities; (2) the instructions and information contained in Scandit's instructional materials; and (3) instructional videos published

by Scandit on YouTube. For example, Scandit provides numerous use cases in a video on its website showing induced infringement of the '952 Patent. *See, e.g.,* <https://www.scandit.com/products/augmented-reality/> (last accessed May 9, 2024). Scandit knew its activities were inducing infringement at least through copying Honeywell's patented technology.

124. Scandit contributes to infringement of the '952 Patent by others by marketing and selling the Smart Data Capture Platform, which are especially made for infringing use, with the knowledge that such use is infringing, and with the knowledge that these products are part to such infringing uses.

125. Despite its knowledge of the '952 Patent, Scandit infringed and continues to infringe the patent. Accordingly, Scandit's infringement is willful.

126. As a result of Scandit's infringement of the '952 Patent, Honeywell has suffered and continues to suffer irreparable harm for which it has no adequate remedy at law. Unless enjoined by this Court, Scandit's infringement will continue, resulting in further irreparable harm to Honeywell.

127. Honeywell has complied with 35 U.S.C. § 287 with respect to the '952 Patent as reflected by its virtual marking practice. *See*

<https://sps.honeywell.com/us/en/support/productivity/patents>

128. Honeywell is entitled to recover damages from Scandit not less than a reasonable royalty adequate to compensate for the infringement.

129. Scandit's unlawful actions have caused, and will continue to cause, Honeywell irreparable harm to its business and reputation unless enjoined.

DAMAGES

130. As a result of Scandit's acts of infringement, Honeywell has suffered actual and consequential damages. However, Honeywell does not yet know the full extent of the infringement, and its extent cannot be ascertained except through discovery and special accounting. To the fullest extent permitted by law, Honeywell seeks recovery of damages at least for reasonable royalties, unjust enrichment, and benefits received by Scandit as a result of using misappropriated Honeywell technology. Honeywell further seeks all other damages to which Honeywell is entitled under law or in equity, including lost profits.

DEMAND FOR JURY TRIAL

131. Honeywell hereby respectfully requests a jury trial for all issues so triable.

REQUEST FOR RELIEF

WHEREFORE, Honeywell respectfully requests the following relief:

- A. the entry of judgment on the Complaint, including all claims, causes of action, and requests for relief therein, in favor of Honeywell and against Defendant;
- B. the entry of judgment that Defendant infringes the Asserted Patents;
- C. the entry of judgment that Defendant's infringement of the Asserted Patents has been and continues to be willful;
- D. the entry of judgment against Defendant, awarding Honeywell actual damages in an amount sufficient to compensate Honeywell for Defendant's direct and indirect infringement of the Asserted Patents, until such time as Defendant ceases its infringing conduct;
- E. the entry of judgment against Defendant, awarding Honeywell enhanced damages pursuant to 35 U.S.C. § 284;

- F. the entry of judgment against Defendants, awarding Honeywell pre-judgment and post-judgment interest to the full extent allowed under the law, as well as its costs;
- G. a determination that this is an exceptional case, and an award to Honeywell of its reasonable attorneys' fees pursuant to 35 U.S.C. § 285;
- H. an order for an accounting of damages for Defendant's acts of infringement;
- I. an award to Honeywell of its costs of suit;
- J. the entry of a preliminary and permanent injunction, enjoining Defendant, its officers, directors, agents, employees, parents, subsidiaries, affiliates, licensees, successors, and assigns, and those acting in concert or participation with them, from further acts of direct and/or indirect infringement of the Asserted Patents; and
- K. an award to Honeywell of such further and additional relief, whether legal or equitable, that Honeywell requests, that the Court determines Honeywell to be entitled, or that the Court deems just and proper.

Dated: May 21, 2024

By: /s/ *Michael E. Jones with permission
from Douglas L. Sawyer*

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