

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

FLEXIWORLD TECHNOLOGIES, INC.,

Plaintiff,

v.

HP, INC.,

Defendant.

Case No.

Jury Trial Demanded

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Flexiworld Technologies, Inc., files this Original Complaint for patent infringement against Defendant HP Inc., (“Defendant” or “HP”) 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. 9,036,181 (“the ’181 Patent”), 10,140,071 (“the ’071 Patent”), 10,873,856 (“the ’856 Patent”), 7,609,402 (“the ’402 Patent”), 10,761,791 (“the ’791 Patent”), 9,836,257 (“the ’257 Patent”), 9,069,510 (“the ’510 Patent”), and 10,481,847 (“the ’847 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 HP Inc. (“Defendant” or “HP”) is a California corporation with a principal place of business at 10300 Energy Drive, Spring, Texas 77389.

JURISDICTION AND VENUE

13. 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).

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

15. Furthermore, on information and belief, HP has purposefully and voluntarily placed one or more infringing products into the stream of commerce with the expectation that they will

be purchased and/or used by residents of this judicial District, including by directly and indirectly working with distributors, and other entities located in the State of Texas, to ensure the accused products reach the State of Texas and this judicial District.

16. HP also maintains commercial websites accessible to residents of the State of Texas and this judicial District, through which HP promotes and facilitates sales of the accused products. For example, HP's website <https://www.hp.com/us-en/home.html> is accessible to consumers in the United States, including those in the State of Texas and this judicial District, where HP supplies information about products that can be purchased and/or used in this judicial District, including the accused products identified herein.

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

18. HP has committed acts of infringement in this District and has one or more regular and established places of business within this District under the language of 28 U.S.C. § 1400(b). HP maintains a permanent physical presence within the Southern District of Texas, conducting business from at least its location on Energy Drive in Spring, Texas. *See, e.g.*, <https://www.hp.com/us-en/contact-hp/office-locations.html>. On information and belief, HP offers support for the Accused Products (defined below) from its website and from its physical facility in Spring, Texas. *See, e.g.*, <https://support.hp.com/us-en>, <https://www.hp.com/us-en/hp->

[information/cwc/houston-business-center.html](https://www.hp.com/us-en/hp-information/cwc/houston-business-center.html). Thus, venue is proper in this District with respect to HP under 28 U.S.C. § 1400(b).

19. On information and belief, HP commits acts of infringement from its facility in Spring, Texas, including by offering for sale and selling to customers the Accused Products from that facility. On information and belief, HP commits acts of infringement from its facility in Spring, Texas by offering demonstrations of and/or support for the Accused Products from that facility. *See, e.g.*, <https://www.hp.com/us-en/hp-information/cwc/houston-business-center.html>.

20. In addition, on information and belief, venue is proper in this judicial district under 28 U.S.C. § 1391(b), (c) and 1400(b) because HP has conducted and does conduct substantial business in this forum, directly and/or through subsidiaries, agents, representatives, or intermediaries, such substantial business including but not limited to: (i) at least a portion of the infringements alleged herein; (ii) purposefully and voluntarily placing one or more infringing products into the stream of commerce with the expectation that they will be purchased by consumers in this forum; or (iii) regularly doing or soliciting business, engaging in other persistent courses of conduct, or deriving substantial revenue from goods and services provided to individuals in Texas and this judicial district.

21. Venue is therefore proper in the Southern District of Texas pursuant to 28 U.S.C. § 1400(b).

THE PATENTS-IN-SUIT

The '181 Patent

22. The '181 Patent, entitled “Wireless printing device for printing digital content received via wireless communication compatible, at least partly, with IEEE 802.11 or Bluetooth,”

duly and legally issued on May 19, 2015, from U.S. Patent Application No. 12/764,015, filed on April 20, 2010, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '181 Patent is attached hereto as Exhibit 1 and is incorporated by reference.

23. The '181 Patent claims priority to U.S. Patent Application No. 12/764,015, which was filed on April 20, 2010. The '181 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001.

24. The '181 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

25. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '181 Patent.

26. An assignment of the '181 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 029112/0430.

27. Flexiworld has standing to sue for infringement of the '181 Patent.

The '071 Patent

28. The '071 Patent, entitled "Printers, printer controllers, printer software, or printer firmware for supporting wireless printing or printing over air," duly and legally issued on November 27, 2018, from U.S. Patent Application No.15/332,432, filed on October 24, 2016, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '071 Patent is attached hereto as Exhibit 2 and is incorporated by reference.

29. The '071 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 '071 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001.

30. The '071 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

31. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '071 Patent.

32. An assignment of the '071 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 042385/0202.

33. Flexiworld has standing to sue for infringement of the '071 Patent.

The '856 Patent

34. The '856 Patent, entitled "Printing devices supporting printing over air or printing over a wireless network," duly and legally issued on December 22, 2020, from U.S. Patent Application No. 15/713,546, filed on September 22, 2017, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '856 Patent is attached hereto as Exhibit 3 and is incorporated by reference.

35. The '856 Patent claims priority to U.S. Patent Application No. 13/710,299, which was filed on December 10, 2012 and issued as U.S. Patent No. 9,798,516. The '856 Patent also claims priority to of U.S. Patent Application Serial No. 10/053,765 filed January 18, 2002 and issued as U.S. Patent No. 9836257. The '856 Patent also claims priority to of U.S. Patent Application Serial 09/992,413 filed November 18, 2001 and issued as U.S. Patent No. 9,965,233. The '856 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.

36. The '856 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

37. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '856 Patent.

38. An assignment of the '856 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 043675/0454.

39. Flexiworld has standing to sue for infringement of the '856 Patent.

The '402 Patent

40. 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 4 and is incorporated by reference.

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

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

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

44. 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.

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

The '791 Patent

46. The '791 Patent, entitled "Wireless printing devices that provide printing services over a network without a need for a client device of the printing device to use, at the client device, a printer specific printer driver", duly and legally issued on September 1, 2020, from U.S. Patent Application No. 15/726,899, filed on October 6, 2017, naming William Ho Chang and Christina

Ying Liu as the inventors. A true and correct copy of the '791 Patent is attached hereto as Exhibit 5 and is incorporated by reference.

47. The '791 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 '791 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 '791 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 '791 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.

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

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

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

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

The '257 Patent

52. 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 6 and is incorporated by reference.

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

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

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

56. 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.

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

The '510 Patent

58. The '510 Patent, entitled "Touch sensitive screen information apparatus that includes close proximity or near distance radio frequency field communication," duly and legally issued on June 30, 2015, from U.S. Patent Application No. 12/783,504, filed on May 19, 2010, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '510 Patent is attached hereto as Exhibit 7 and is incorporated by reference.

59. The '510 Patent claims priority to U.S. Patent Application No. 10/053,765, which was filed on January 18, 2002. The '510 Patent also claims priority to U.S. Provisional Application No. 60/262,764, filed on January 19, 2001.

60. The '510 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

61. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '510 Patent.

62. An assignment of the '510 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 029112/0430.

63. Flexiworld has standing to sue for infringement of the '510 Patent.

The '847 Patent

64. The '847 Patent, entitled "Information apparatus and software applications supporting output of digital content over a network to a registered output device," duly and legally issued on November 19, 2019, from U.S. Patent Application No. 15/710,711, filed on September 20, 2017, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '847 Patent is attached hereto as Exhibit 8 and is incorporated by reference.

65. The '847 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 '847 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 '847 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 '847 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.

66. The '847 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

67. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '847 Patent.

68. An assignment of the '847 Patent from inventors Chang and Liu to Flexiworld is recorded at the United States Patent and Trademark Office ("PTO") at Reel/Frame 043675/0451.

69. Flexiworld has standing to sue for infringement of the '847 Patent.

GENERAL ALLEGATIONS

70. HP has not obtained a license to any of the Patents-in-Suit.

71. HP 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.

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

73. HP 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 one or more of the Patents-in-Suit by making, using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States wireless printers that infringe at least one claim of one or more of the Patents-in-Suit, including but not limited to new and refurbished versions of HP's DesignJet, DeskJet, Envy, LaserJet, LaserJet Tank, OfficeJet, and Smart Tank wireless printers (**"the Accused Printers"**).

74. HP 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 one or more of the Patents-in-Suit by making, using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States wireless printers that infringe at least one claim of one or more of the Patents-in-Suit, including but not limited to new and refurbished versions of HP's Chromebook, Essential, Pavilion, Envy, Spectre, Victus, and Omen laptops (**"the Accused Laptops"**).

75. HP 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 one or more of the Patents-in-Suit by making, using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States wireless printers that infringe at least one claim of one or more of the Patents-in-Suit, including but not limited to versions of HP's Smart App ("**the Accused Apps**"). The Accused Printers, the Accused Laptops, the Accused Monitors, and the Accused Apps are referred to herein collectively as the "Accused Products."

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

77. HP has had knowledge of the Patents-in-Suit at least through Flexiworld's sending of (and HP's receipt of) notice letters to HP via U.S. mail on July 23, 2021, and October 29, 2021, in which the notice letters identified the Patents-in-Suit, additional Flexiworld patents, and the Accused Products as infringing the Patents-in-Suit. Copies of Flexiworld's notice letters to HP are attached hereto as Exhibits 9-12. In addition, Flexiworld provided HP with claim charts for the Patents-in-Suit, additional Flexiworld patents, and the Accused Products in November 2022 (and again in January 2023). HP also has knowledge of the Patents-in-Suit and HP's infringement of the Patents-in-Suit through the service of this Original Complaint.

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

79. HP'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.

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

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

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

83. In addition, for the reasons discussed herein, HP's infringing activities detailed in this Complaint and Exhibits 13-20 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.

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

85. HP 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.

86. Attached hereto are Exhibits 13-20, and incorporated herein by reference, are representative claim charts detailing how exemplar Accused Products have infringed the Patents-in-Suit.

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

88. 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.

89. 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.

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

91. 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 '181 PATENT

92. Flexiworld incorporates herein the allegations made in paragraphs 1 through 91.

93. HP has directly infringed one or more claims of the '181 Patent, including, for example, claim 1, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Printers.

94. An exemplary claim chart demonstrating HP's infringement of the '181 Patent, as well as HP's customers' infringement of the '181 Patent, which has been induced by HP, is attached as Exhibit 13 and incorporated herein by reference.

95. Additionally, on information and belief, HP has indirectly infringed the '181 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Products and/or by instructing customers how to use the Accused Products in a way that directly infringed at least claim 1 of the '181 Patent.

96. HP has had knowledge of the '181 Patent and of its infringement of the '181 Patent through at least Flexiworld's July 23, 2021 and October 29, 2021 notice letters to HP, copies of which are attached hereto as Exhibits 9-12.

97. On information and belief, despite HP's knowledge of the '181 Patent and of its infringement of the '181 Patent, HP has not sought to remedy its infringement or sought to identify any good faith belief or any rationale as to why it does not infringe the '181 Patent.

98. In addition, HP's infringing activities detailed in this Complaint and Exhibit 13 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 '071 PATENT

99. Flexiworld incorporates herein the allegations made in paragraphs 1 through 91.

100. HP has directly infringed one or more claims of the '071 Patent, including, for example, claim 1, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Printers.

101. An exemplary claim chart demonstrating HP's infringement of the '071 Patent, as well as HP's customers' infringement of the '071 Patent, which has been induced by HP, is attached as Exhibit 14 and incorporated herein by reference.

102. HP has had knowledge of the '071 Patent and of its infringement of the '071 Patent through at least Flexiworld's July 23, 2021 and October 29, 2021 notice letters to HP, copies of which are attached hereto as Exhibits 9-12.

103. On information and belief, despite HP's knowledge of the '071 Patent and of its infringement of the '071 Patent, HP has not sought to remedy its infringement or sought to identify any good faith belief or any rationale or arguments as to why it does not infringe the '071 Patent.

104. As a result of HP's infringement of the '071 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.

105. In addition, HP's infringing activities detailed in this Complaint and Exhibit 14 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 '856 PATENT

106. Flexiworld incorporates herein the allegations made in paragraphs 1 through 91.

107. HP has directly infringed one or more claims of the '856 Patent, including, for example, claim 17, 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 Printers.

108. An exemplary claim chart demonstrating HP's infringement of the '856 Patent, as well as HP's customers' infringement of the '856 Patent, which has been induced by HP, is attached as Exhibit 15 and incorporated herein by reference.

109. HP has had knowledge of the '856 Patent and of its infringement of the '856 Patent through at least Flexiworld's July 23, 2021 and October 29, 2021 notice letters to HP, copies of which are attached hereto as Exhibit 9-12.

110. On information and belief, despite HP's knowledge of the '856 Patent and of its infringement of the '856 Patent, HP has not sought to remedy its infringement or sought to identify any good faith belief or any rationale or arguments as to why it does not infringe the '856 Patent.

111. As a result of HP's infringement of the '856 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.

112. In addition, HP's infringing activities detailed in this Complaint and Exhibit 15 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 '402 PATENT

113. Flexiworld incorporates herein the allegations made in paragraphs 1 through 91.

114. HP has and continues to directly infringe one or more claims of the '402 Patent, including, for example, claim 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 Products.

115. Additionally, on information and belief, HP 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 Products and/or by instructing customers how to use the Accused Products in a way that directly infringes at least claim 13 of the '402 Patent.

116. An exemplary claim chart demonstrating HP's infringement of the '402 Patent, as well as HP's customers' infringement of the '402 Patent, which is induced by HP, is attached as Exhibit 16 and incorporated herein by reference.

117. HP has had knowledge of the '402 Patent and of its infringement of the '402 Patent through at least Flexiworld's July 23, 2021 and October 29, 2021 notice letters to HP, copies of which are attached hereto as Exhibits 9-12.

118. On information and belief, despite HP's knowledge of the '402 Patent and of its infringement of the '402 Patent, HP 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.

119. On information and belief, HP's actions represented a specific intent to induce infringement of at least claim 13 of the '402 Patent. For example, HP offered 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 Products. *See, e.g.,* Exhibit 16 and the materials cited therein.

120. As a result of HP'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.

121. In addition, HP's infringing activities detailed in this Complaint and Exhibit 16 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 '791 PATENT

122. Flexiworld incorporates herein the allegations made in paragraphs 1 through 91.

123. HP has directly infringed one or more claims of the '791 Patent, including, for example, claim 1, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Printers.

124. An exemplary claim chart demonstrating HP's infringement of the '791 Patent, as well as HP's customers' infringement of the '791 Patent, which has been induced by HP, is attached as Exhibit 17 and incorporated herein by reference.

125. HP has had knowledge of the '791 Patent and of its infringement of the '791 Patent through at least Flexiworld's July 23, 2021 and October 29, 2021 notice letters to HP, copies of which are attached hereto as Exhibits 9-12.

126. On information and belief, despite HP's knowledge of the '791 Patent and of its infringement of the '791 Patent, HP has not sought to remedy its infringement or sought to identify any good faith belief or any rationale as to why it does not infringe the '791 Patent.

127. As a result of HP's infringement of the '791 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

128. In addition, HP's infringing activities detailed in this Complaint and Exhibit 17 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 '257 PATENT

129. Flexiworld incorporates herein the allegations made in paragraphs 1 through 91.

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

131. Additionally, on information and belief, HP 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 Laptops and/or by instructing customers how to use the Accused Laptops in a way that directly infringes at least claim 1 of the '257 Patent.

132. An exemplary claim chart demonstrating HP's infringement of the '257 Patent, as well as HP's customers' infringement of the '257 Patent, which is induced by HP, is attached as Exhibit 18 and incorporated herein by reference.

133. HP has had knowledge of the '257 Patent and of its infringement of the '257 Patent through at least Flexiworld's July 23, 2021 and October 29, 2021 notice letters to HP, copies of which are attached hereto as Exhibits 9-12.

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

135. On information and belief, HP's actions represented a specific intent to induce infringement of at least claim 1 of the '257 Patent. For example, HP offered 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 Laptops. *See, e.g.,* Exhibit 18 and the materials cited therein.

136. As a result of HP'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.

137. In addition, HP's infringing activities detailed in this Complaint and Exhibit 18 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 '510 PATENT

138. Flexiworld incorporates herein the allegations made in paragraphs 1 through 91.

139. HP has directly infringed one or more claims of the '510 Patent, including, for example, claim 10, 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 Laptops.

140. An exemplary claim chart demonstrating HP's infringement of the '510 Patent, as well as HP's customers' infringement of the '510 Patent, which has been induced by HP, is attached as Exhibit 19 and incorporated herein by reference.

141. HP has had knowledge of the '510 Patent and of its infringement of the '510 Patent through at least Flexiworld's July 23, 2021 and October 29, 2021 notice letters to HP, copies of which are attached hereto as Exhibits 9-12.

142. On information and belief, despite HP's knowledge of the '510 Patent and of its infringement of the '510 Patent, HP has not sought to remedy its infringement or sought to identify any good faith belief or rationale as to why it does not infringe the '510 Patent.

143. As a result of HP's infringement of the '510 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.

144. In addition, HP's infringing activities detailed in this Complaint and Exhibit 19 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 '847 PATENT

145. Flexiworld incorporates herein the allegations made in paragraphs 1 through 91.

146. HP has directly infringed one or more claims of the '847 Patent, including, for example, claim 14, 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 Apps.

147. Additionally, on information and belief, HP has indirectly infringed the '847 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to download the Accused Apps and/or by instructing customers how to use the Accused Apps in a way that directly infringed at least claim 14 of the '847 Patent.

148. An exemplary claim chart demonstrating HP's infringement of the '847 Patent, as well as HP's customers' infringement of the '847 Patent, which has been induced by HP, are attached as Exhibit 20 and incorporated herein by reference.

149. HP has had knowledge of the '847 Patent and of its infringement of the '847 Patent through at least Flexiworld's July 23, 2021 and October 29, 2021 notice letters to HP, copies of which are attached hereto as Exhibits 9-12.

150. On information and belief, despite HP's knowledge of the '847 Patent and of its infringement of the '847 Patent, HP has not sought to remedy its infringement or sought to identify any good faith belief or rationale as to why it does not infringe the '847 Patent.

151. On information and belief, HP's actions represented a specific intent to induce infringement of at least claim 14 of the '847 Patent. For example, HP offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '847 Patent via at least their use of the Accused Apps. *See, e.g.,* Exhibit 20 and the materials cited therein.

152. As a result of HP's infringement of the '847 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.

153. In addition, HP's infringing activities detailed in this Complaint and Exhibit 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.

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 HP has directly and/or indirectly infringed one or more claims of each of the Patents-in-Suit;
- b. A judgment and order requiring HP 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 HP has willfully infringed the Patents-in-Suit and requiring HP 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 HP to pay Flexiworld pre-judgment and post-judgment interest on the damages award;
- e. A judgment and order requiring HP to pay Flexiworld's costs; and
- f. Such other and further relief as the Court may deem just and proper.

Dated: July 19, 2024

Respectfully submitted,

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