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

MONUMENT PEAK VENTURES, LLC	§	
Plaintiff,	§	
	§	Civil Action No. 2:21-cv-345
v.	§	
	§	
XEROX CORPORATION,	§	Jury Trial Demanded
Defendant.	§	

COMPLAINT AND JURY DEMAND

Plaintiff Monument Peak Ventures, LLC ("MPV") alleges for its Complaint for patent infringement against Xerox Corporation the following:

THE PARTIES

1. Plaintiff, Monument Peak Ventures, LLC, is a Texas Limited Liability Company with its principal place of business in Plano, Texas.

2. Defendant, Xerox Corporation, is a New York corporation with its principal place of business at 201 Merritt 7, Norwalk, Connecticut 06851, and is registered to conduct business in Texas.

3. Xerox may be served with process through its registered agent, Prentice Hall Corporation System, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

JURISDICTION AND VENUE

4. MPV brings this action for patent infringement under the patent

laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). Xerox does business in this judicial district, has committed acts of infringement in this judicial district, has purposely sought and transacted business in this judicial district involving the accused products, and has a regular and established place of business in this judicial district at 1303 Ridgeview Dr., Lewisville, TX 75057.

6. Defendant is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long-Arm Statute, due at least to its 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 goods sold and services provided to Texas residents including in this district.

7. Xerox previously filed a declaratory judgment action against MPV in the District Court for the Western District of New York (Case No. 6:20-cv-6263-FPG). MPV moved to dismiss that case for lack of personal jurisdiction and requested that the New York court transfer the case to this District at least on the

basis that "Xerox does not dispute that it maintains offices, employees, and actively conducts business [in the Eastern District of Texas]." The New York court, upon finding that MPV was not subject to personal jurisdiction in New York, granted MPV's request and transferred the case here. *Xerox Corp. v. Monument Peak Ventures, LLC*, Case No. 6:20-cv-6263-FPG, at ECF No. 48, pages 8-9.

MONUMENT PEAK

8. MPV owns a portfolio of patents invented by the Eastman Kodak Company. Since acquiring the Kodak portfolio, MPV has promoted adoption of technologies claimed in Kodak portfolio and has entered into license agreements with over thirty companies.

9. MPV asserts that Xerox infringes, directly and indirectly, U.S. Patent Nos. 6,810,149, 6,873,336, 7,006,890, 7,092,573, 7,092,966, and 7,684,090 (the "MPV Asserted Patents").

10. A true and correct copy of U.S. Patent No. 6,810,149 (the "'149 Patent"), titled "Method and System for Cataloging Images," is attached as Exhibit A.

11. A true and correct copy of U.S. Patent No. 6,873,336 (the "'336 Patent"), titled "Computer Software Product and Method for Organizing and Manipulating Images," is attached as Exhibit B.

12. A true and correct copy of U.S. Patent No. 7,006,890 (the "'890 Patent"), titled "System and Method for Managing Work Load Distribution Among a Plurality of Image Output Devices," is attached as Exhibit C.

13. A true and correct copy of U.S. Patent No. 7,092,573 (the "'573 Patent"), titled "Method and System for Selectively Applying Enhancement to an Image," is attached as Exhibit D.

14. A true and correct copy of U.S. Patent No. 7,092,966 (the "'966 Patent"), titled "Method Software Program for Creating an Image Product Having Predefined Criteria," is attached as Exhibit E.

15. A true and correct copy of U.S. Patent No. 7,684,090 (the "'090 Patent"), titled "Digital Printer for User with Docked Display Device," is attached as Exhibit F.

XEROX CORPORATION

16. Xerox has a long history of suing others for patent infringement, including Google, Yahoo!, YouTube, and Copies Designs & More, and licensing its own patents.

17. In its 2019 Annual Report, Xerox boasts that it and its subsidiaries were awarded 429 U.S. utility patents and that in a majority of its "multiple" patent-licensing agreements, it licensed or assigned its patents to others in return for revenue and/or access to their patents or to further business goals. *See*

https://www.news.xerox.com/internal_redirect/cms.ipressroom.com.s3.amazonaws.com/84/files/20203/2019-Xerox-Annual-Report.pdf.

18. The second page of Xerox's 2018 Annual Report lists the number of active U.S. Patents it holds as a "highlight" along with its multi-billion-dollar revenue and billion-plus-dollar operating cash flow. *See* https://www.news.xerox.com/internal_redirect/cms.ipressroom.com.s3.amazonaws.com/84/files/20193/Xerox-2018-Annual-Report.pdf.

19. In its 2018 Annual Report, Xerox boasts that it and its subsidiaries were awarded 450 U.S utility patents and that in a majority of its "numerous" patent-licensing agreements, it licensed or assigned its patents to others. *See* https://www.news.xerox.com/internal_redirect/cms.ipressroom.com.s3.amazonaws.com/84/files/20193/Xerox-2018-Annual-Report.pdf.

20. In its 2017 Annual Report, Xerox boasts that it and its subsidiaries were awarded 544 U.S. utility patents and that in a majority of its "numerous" patent-licensing agreements, it licensed or assigned its patents to others. Xerox also acknowledges that some of Xerox's products rely on technologies developed by third parties. *See* https://www.xerox.com/annual-report-2017/pdfs/Xerox-2017-Annual-Report.pdf.

21. In its 2016 Annual Report, Xerox boasts that it and its subsidiaries

were awarded 766 U.S. utility patents and that in a majority of its "numerous" patent-licensing agreements, it licensed or assigned its patents to others. *See* https://www.xerox.com/annual-report-2016/index.html

22. In its 2015 Annual Report, Xerox boasts that it and its subsidiaries were awarded 938 U.S. utility patents, placing them 37th on the list of companies awarded the most U.S. patents that year, and that in a majority of its "numerous" patent-licensing agreements, it licensed or assigned its patents to others. Xerox claims to be the licensor or seller in 7 of 11 new patent agreements in 2015. *See* https://www.xerox.com/annual-report-2015/.

23. In its 2014 Annual Report, Xerox boasts that it and its subsidiaries were awarded 1,114 U.S. utility patents and that it ranked 30th on the list of companies that were awarded the most U.S. Patents. Xerox further claims that in a majority of its "numerous" patent licensing agreements, it licensed or assigned its patents to others. That year, according to the report, Xerox claims to have added 11 new patent agreements to its portfolio, in which Xerox was the licensor or seller in 7. *See* https://www.xerox.com/annual-report-2014/index.html.

24. Palo Alto Research Company (PARC) is a wholly-owned subsidiary of Xerox located in Silicon Valley, California. Xerox PARC focuses on research and development and provides commercial and governmental clients with research-guided services in various fields including computer vision, networking,

printed electronics, and digital design and manufacturing.

25. PARC boasts that it has "generated almost 2,000 patents and patent applications." https://www.parc.com/about-parc/our-people/. In 2015, PARC monetized some of those patents by assigning them to Intellectual Ventures, a "global invention and investment business that creates, incubates, and commercializes inventions." www.intellectualventures.com

26. In or around mid-2019, Xerox PARC approached Dominion Harbor Group, the world's premiere IP transaction and advisory firm, about commercializing and monetizing its patent portfolio. In furtherance of Xerox PARC's seeking Dominion Harbor's services, Xerox PARC and DHG entered into a non-disclosure agreement in August 2019.

27. Earlier, in April 2019, MPV and Xerox began discussing a license to the Kodak Portfolio including the Asserted Patents. Negotiations continued through 2019 and into 2020 before breaking down and Xerox filing suit against MPV in New York State. The Court granted MPV's motion to dismiss that case for lack of personal jurisdiction and transferred the case to this Court. Case No. 4:21-cv-00683-SDJ.

28. Continuing its efforts to monetize or license its own patents, Xerox and Xerox PARC recently assigned patents to an affiliate of IP Edge LLC, a Texas company, to generate licensing revenue from Xerox's intellectual property.

29. Despite Xerox's longstanding expectation that others respect its intellectual property, it has refused to respect the intellectual property of Kodak Corporation, a venerable pioneer in imaging and other technologies.

30. The Xerox products accused in this case including multifunction copier/printer equipment and print processing software for creating and printing document images.

31. Xerox realizes substantial value from using the subject matter claimed in the Asserted Patents in products such as Xerox DocuShare software, DocuShare Flex software and platform and DocuShare mobile application software, Xerox FreeFlow Core and FreeFlow Variable Information Suite software, Xerox presses and printers, scanners, multifunction printer/scanner/copier devices, and software including DigiPath Production and FreeFlow Core software that feature Background Suppression, Despeckle, Fill Margin Hole, and Image/Edge Enhancement, Xerox Copier/Printers and Pro Copier/Printers including the Xerox D95A/D110/D125 series of Copier/Printers, and Xerox products identified herein.

COUNT 1
(INFRINGEMENT OF U.S. PATENT NO. 6,810,149)

32. MPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

33. MPV is the owner, by assignment, of U.S. Patent No. 6,810,149 (Exhibit A).

34. As the owner of the ’149 Patent, MPV holds all substantial rights in and under the ’149 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

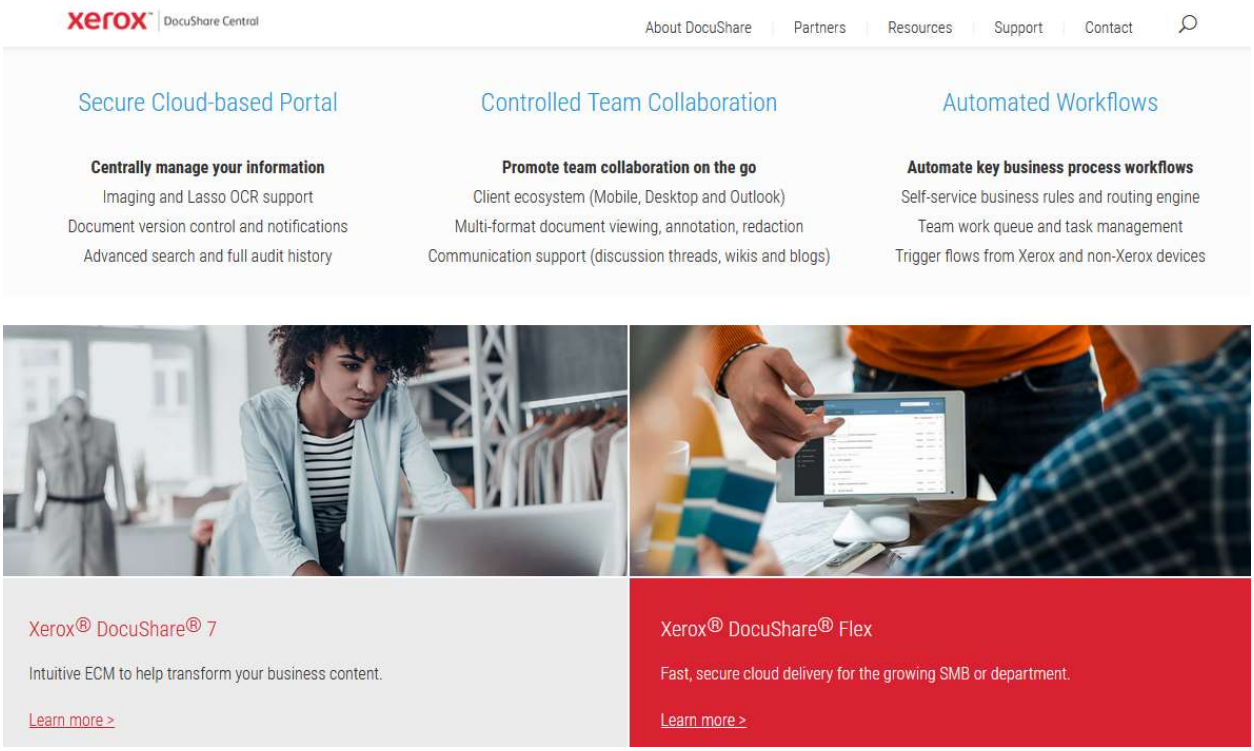
35. The ’149 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

36. MPV alleges that Xerox has infringed, and continues to infringe, the ’149 Patent.

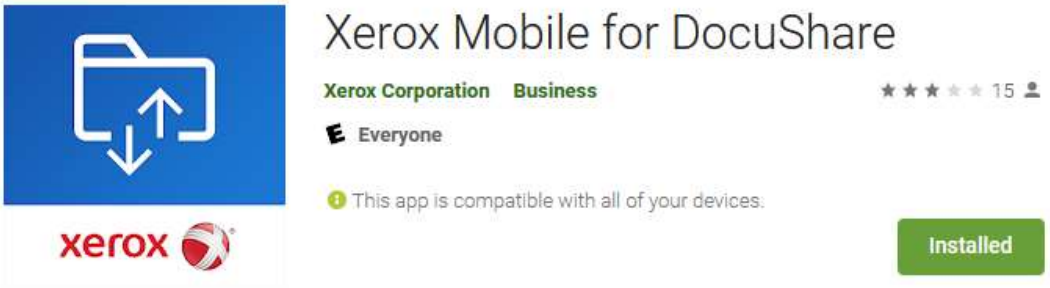
37. The ’149 Patent was issued by the United States Patent and Trademark Office on October 26, 2004 and is titled “Method and System for Cataloging Images.” *See* Exhibit A.

38. The ’149 Patent is valid and enforceable.

39. Xerox has directly infringed at least claims 1, 2, 3, 7, 9, 10, 11, 15, 17, and 18 of the '149 Patent by using (including its own testing), making, selling, offering for sale, licensing, and/or import in the United States without authority Xerox DocuShare, DocuShare Flex software and platform and DocuShare mobile application software.



40. Xerox publishes for download the DocuShare mobile application software.



41. The accused DocuShare software satisfies each and every element of each asserted claim of the ’149 Patent either literally or under the doctrine of equivalents.

42. Claim 9 of the ’149 Patent recites an embodiment of the claimed subject matter:

> 9. A method for organizing a plurality of digital images comprising the steps of:
>
> displaying a plurality of digital images; and
>
> categorizing at least one of said plurality of digital images using at least one digital image icon associated with a selection category.

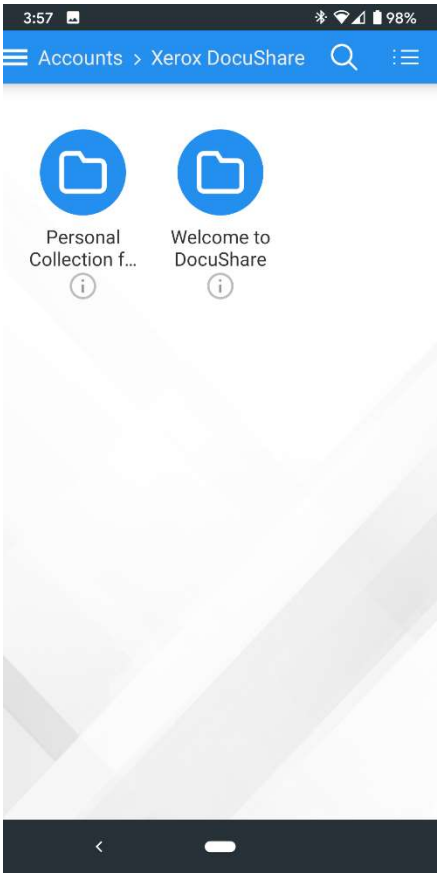
43. Xerox DocuShare software performs a method for organizing a plurality of digital images.

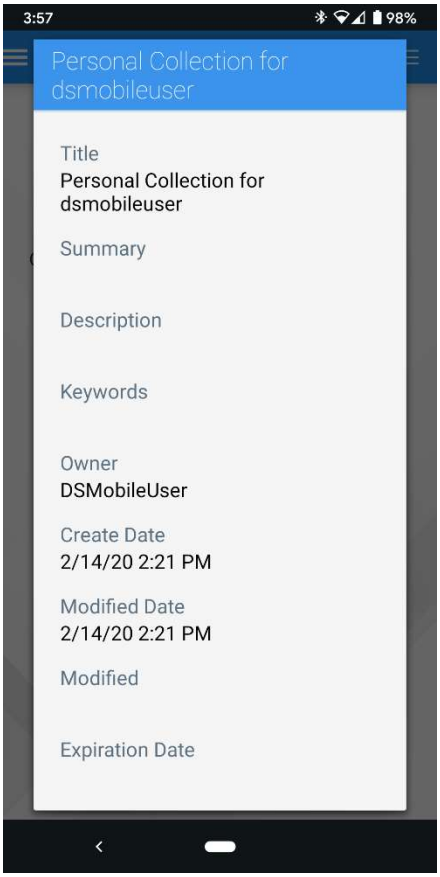
44. Xerox DocuShare software displays a plurality of digital images

45. Xerox DocuShare software categorizes digital images using at least one digital image icon associated with a selection category (e.g., favorites, collections, etc.).

46. The Xerox DocuShare mobile software application, for example, creates a default Personal Collection folder and digital icon (shown below).

47. The Personal Collection digital icon associated with the selection category is associated with a corresponding text (see "Personal Collection for dsmobileuser" below).



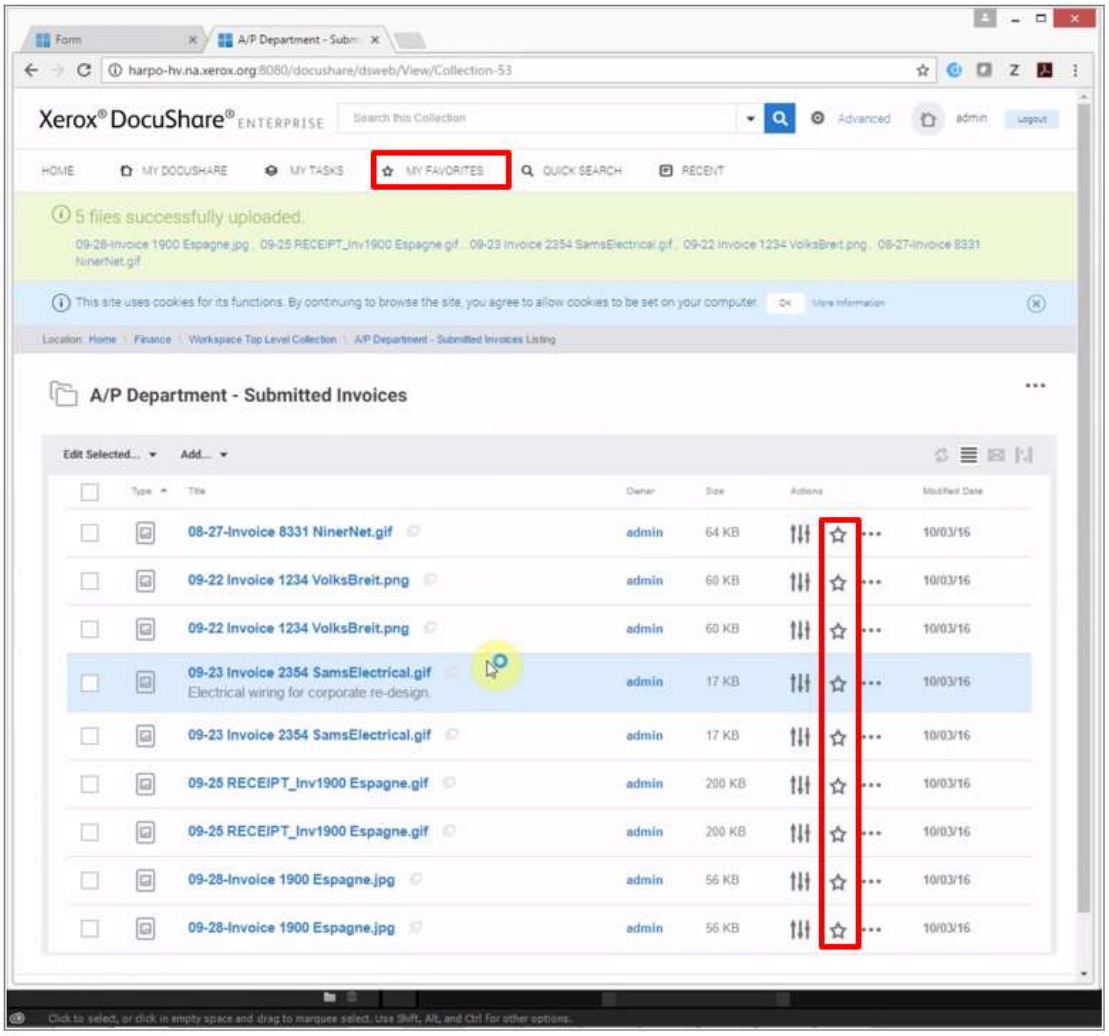


48. Xerox publishes the following description of the DocuShare software describing its cataloging functions:

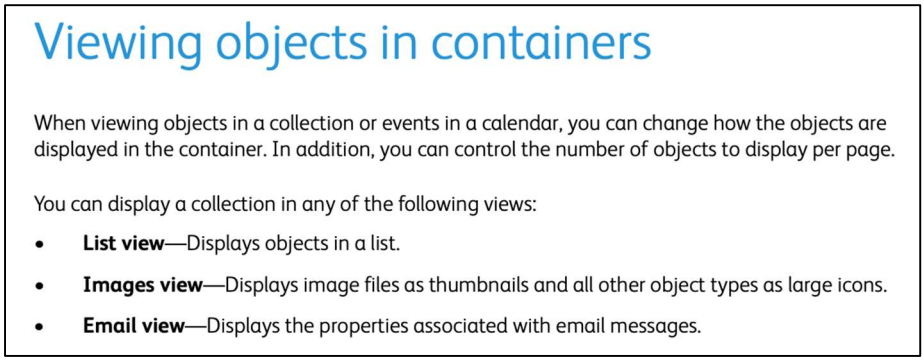
> The DocuShare family of products allow you to easily and efficiently manage electronic content using a web browser. Using DocuShare, you can create, organize, and share content, collaborate with other users on projects, search for and retrieve content, and automate work processes.

Xerox DocuShare User Guide, available at: https://docushare.xerox.com/doug/en/help/user/pdf/user_guide.pdf.

49. Xerox DocuShare organizes images by user "favorites" indicated by a digital star icon as shown below.



50. In Xerox DocuShare, image objects in a collection may be displayed as thumbnails or large icons.



Viewing objects in containers

When viewing objects in a collection or events in a calendar, you can change how the objects are displayed in the container. In addition, you can control the number of objects to display per page.

You can display a collection in any of the following views:

- **List view**—Displays objects in a list.
- **Images view**—Displays image files as thumbnails and all other object types as large icons.
- **Email view**—Displays the properties associated with email messages.

51. Xerox has used and tested the accused DocuShare software products in the United States.

52. Xerox thus has infringed and continues to infringe the ’149 Patent.

53. Xerox’s activities were without authority of license under the ’149 Patent.

54. Xerox’s users, customers, agents and/or other third parties (collectively, “third-party infringers”) infringed and continue to infringe the asserted claims including under 35 U.S.C. § 271(a) by using the Xerox DocuShare software and services according to their normal and intended use.

55. Xerox has, since at least as early as the filing of this complaint, known or been willfully blind to the fact that the third-party infringers’ use of the DocuShare software and services directly infringe the ’149 Patent.

56. Xerox’s knowledge of the ’149 Patent, which covers operating the accused DocuShare software and services in their intended manner such that all limitations of the asserted claims of the ’149 Patent are met, extends to its

knowledge that the third-party infringers' use of DocuShare software and services directly infringes the '149 Patent, or, at the very least, rendered Xerox willfully blind to such infringement.

57. With knowledge of or willfull blindness to the fact that the third-party infringers' use of the DocuShare software and services in their intended manner such that all limitations of the asserted claims of the '149 Patent are met directly infringes the '149 Patent, Xerox has actively encouraged the third-party infringers to directly infringe the '149 Patent by making, using, testing, selling, offering for sale, importing and/or licensing the DocuShare software and services by, for example: marketing DocuShare's content organization capabilities to the third-party infringers; supporting and managing the third-party infringers' use of DocuShare software and services content cataloging and organization functions; and providing technical assistance to the third-party infringers during their continued use of DocuShare software and services such as by, for example, publishing instructional information on the Xerox websites directing and encouraging third-party infringers how to make and use the image cataloging features of the Xerox DocuShare software and services.

58. Xerox induces the third-party infringers to infringe the asserted claims of the '149 Patent by directing or encouraging them to operate the Xerox DocuShare software and services which, alone or in combination with the third-

party infringers' devices, satisfy all limitations of the asserted claims of the '149 Patent. For example, Xerox advertises and promotes the cataloging features of the DocuShare software and services and encourage the third-party infringers to operate them in an infringing manner. Xerox further provides technical assistance directing and instructing third parties how to operate the DocuShare software and services by, for example, publishing instructional materials, user guides, and support forums.

59. In response, the third-party infringers acquire and operate the DocuShare software and services in an infringing manner.

60. Xerox specifically intends to induce, and did induce, the third-party infringers to infringe the asserted claims of the '149 Patent, and Xerox knew of or was willfully blind to such infringement. Xerox advised, encouraged, and/or aided the third-party infringers to engage in direct infringement, including through its encouragement, advice, and assistance to the third-party infringers to use the cataloging features of the DocuShare software and services.

61. Based upon the foregoing facts, among other things, Xerox has induced and continues to induce infringement of the asserted claims of the '149 Patent under 35 U.S.C. § 271(b).

62. Xerox has sold, provided and/or licensed to the third-party infringers and continues to sell, provide and/or license the DocuShare software and services

that are especially made and adapted—and specifically intended by Xerox—to be used as components and material parts of the inventions covered by the ’149 Patent. For example, Xerox DocuShare software and services includes cataloging features identified above which the third-party infringers used in a manner such that all limitations of the asserted claims are met, and without which the third-party infringers would have been unable to use and avail themselves of the intended functionality of the DocuShare software and services.

63. Upon information and belief, Xerox also knew that the DocuShare software and services are operated in a manner that practices each asserted claims of the ’149 Patent.

64. The Xerox DocuShare content organization and cataloging features are specially made and adapted to infringe the asserted claims of the ’149 Patent.

65. The DocuShare cataloging features are not a staple article or commodity of commerce, and, because the functionality was designed to work with the DocuShare software and services solely in a manner that is covered by the ’149 Patent, it has no substantial non-infringing use. At least by the filing of this complaint, based upon the foregoing facts, Xerox knew of or was willfully blind to the fact that such functionality was especially made and adapted for—and was in fact used in—the DocuShare software and services in a manner that is covered by the ’149 Patent.

66. Based upon the foregoing facts, among other things, Xerox has contributorily infringed and continues to contributorily infringe the asserted claims of the ’149 Patent under 35 U.S.C. § 271(c).

67. Upon information and belief, Xerox’s acts of infringement of the ’149 Patent continue since this complaint was filed and are, therefore, carried out with knowledge of the asserted claims of the ’149 Patent and how the accused DocuShare software and services infringe them. Rather than take a license to the ’149 Patent, Xerox’s ongoing infringing conduct reflects a business decision to “efficiently infringe” the asserted claims and in doing so constitute willful infringement under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc*., 136 S. Ct. 1923 (2016).

68. Xerox’s acts of direct and indirect infringement have caused and continue to cause damage to MPV for which MPV is entitled to recover damages sustained as a result of Xerox’s infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

COUNT 2
(INFRINGEMENT OF U.S. PATENT NO. 6,873,336)

69. MPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

70. MPV is the owner, by assignment, of U.S. Patent No. 6,873,336

(Exhibit B).

71. As the owner of the ’336 Patent, MPV holds all substantial rights in and under the ’336 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

72. The ’336 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code after a full and fair examination.

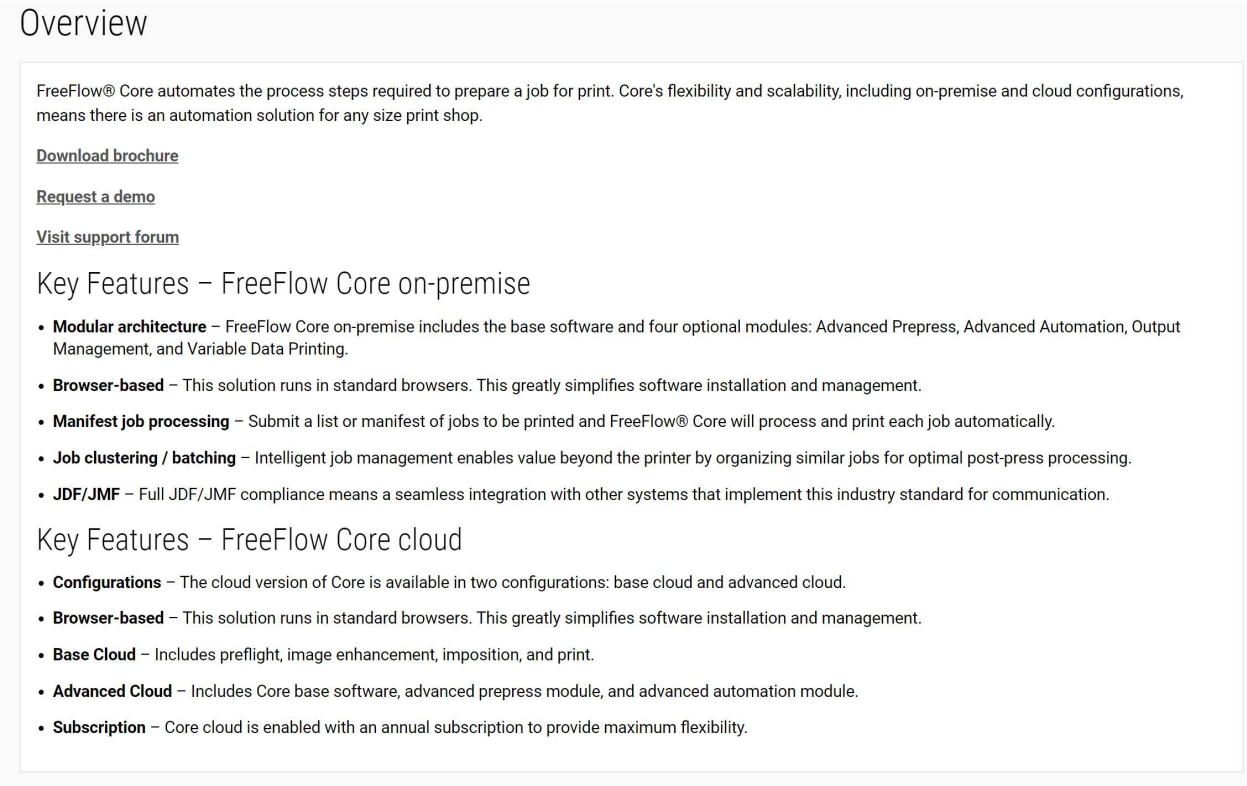
73. MPV alleges that Xerox has infringed, and continues to infringe, the ’336 Patent.

74. The ’336 Patent was issued by the United States Patent and Trademark Office on March 29, 2005 and is titled “Computer Software Product and Method for Organizing and Manipulating of Images.” *See* Exhibit B.

75. The ’336 Patent is valid and enforceable.

76. Xerox has directly infringed at least claims 1, 2, 4, 5, and 6 of the ’336 Patent by using (including its own testing) in the United States without authority Xerox presses/printers (e.g., Brenva, Versant, Trivor, Rialto, Iridesse, iGen 5, and Color C 60 presses and printers) that employ the Xerox FreeFlow Core to perform a method of manipulating a plurality of images captured in a variety of circumstances over a period of time (collectively the “Accused Infringing Devices” or “Accused Infringing Products”) in an exemplary manner as described below.

77. Xerox's FreeFlow Core automates the process steps required to prepare a job for print. https://www.xerox.com/en-us/digital-printing/workflow/freeflow-core.



Overview

FreeFlow® Core automates the process steps required to prepare a job for print. Core's flexibility and scalability, including on-premise and cloud configurations, means there is an automation solution for any size print shop.

Download brochure

Request a demo

Visit support forum

Key Features – FreeFlow Core on-premise

- **Modular architecture** – FreeFlow Core on-premise includes the base software and four optional modules: Advanced Prepress, Advanced Automation, Output Management, and Variable Data Printing.
- **Browser-based** – This solution runs in standard browsers. This greatly simplifies software installation and management.
- **Manifest job processing** – Submit a list or manifest of jobs to be printed and FreeFlow® Core will process and print each job automatically.
- **Job clustering / batching** – Intelligent job management enables value beyond the printer by organizing similar jobs for optimal post-press processing.
- **JDF/JMF** – Full JDF/JMF compliance means a seamless integration with other systems that implement this industry standard for communication.

Key Features – FreeFlow Core cloud

- **Configurations** – The cloud version of Core is available in two configurations: base cloud and advanced cloud.
- **Browser-based** – This solution runs in standard browsers. This greatly simplifies software installation and management.
- **Base Cloud** – Includes preflight, image enhancement, imposition, and print.
- **Advanced Cloud** – Includes Core base software, advanced prepress module, and advanced automation module.
- **Subscription** – Core cloud is enabled with an annual subscription to provide maximum flexibility.

78. Xerox's FreeFlow Core's flexibility and scalability, including on-premise and cloud configurations, means there is an automation solution for any size print shop. https://www.xerox.com/en-us/digital-printing/workflow/freeflow-core.

79. Xerox describes its FreeFlow Core on its website at https://www.xerox.com/en-us/digital-printing/workflow/freeflow-core ("FreeFlow Core Overview").

80. Xerox published the FreeFlow Core Overview that accurately describes the operation of Xerox's FreeFlow Core.

81. Xerox describes its FreeFlow Core on its website at https://www.xerox.com/digital-printing/latest/PSGBR-18U.pdf ("FreeFlow Core Brochure").

82. Xerox published the FreeFlow Core Brochure that accurately describes the operation of Xerox's FreeFlow Core.

83. Xerox describes its FreeFlow Core on its website at: http://download.support.xerox.com/pub/docs/FF_CORE/userdocs/any-os/en_GB/FFCore_Help_en-us.pdf ("FreeFlow Core Help Manual").

84. Xerox published the FreeFlow Core Help Manual that accurately describes the operation of Xerox's FreeFlow Core.

85. Xerox describes its FreeFlow Core on its website at:http://download.support.xerox.com/pub/docs/FF_CORE/userdocs/any-os/en_GB/702P07280_FreeFlowCore_EasyStartWorkflows_GettingStartedGuide.pdf ("FreeFlow Core Easy Start").

86. Xerox published FreeFlow Core Easy Start that accurately describes the operation of Xerox's FreeFlow Core.

87. FreeFlow Core is available in an on-premise configuration ("FreeFlow Core On-Premise").

88. FreeFlow Core On-Premise includes the base software and four optional modules: Advanced Prepress, Advanced Automation, Output Management, and Variable Data Printing.

89. Free Flow Core runs in standard browsers.

90. When a user of FreeFlow Core On-Premise submits a list or manifest of jobs to be printed, FreeFlow Core On-Premise will process and print each job automatically.

91. FreeFlow Core On-Premise uses intelligent job management to organize similar jobs for optimal post-press processing.

92. FreeFlow Core is available in a cloud configuration ("FreeFlow Core Cloud").

93. FreeFlow core Cloud is available in two configurations: base cloud and advanced cloud.

94. FreeFlow Core Cloud runs in standard browsers.

95. FreeFlow Core Cloud base cloud includes preflight, image enhancement, imposition, and print.

96. FreeFlow Core Cloud Advanced Cloud includes Core base software, advanced prepress module, and advanced automation module.

97. FreeFlow Core Cloud is enabled with an annual subscription.

98. Xerox has used FreeFlow Core On-Premise.

99. Xerox has used FreeFlow Core Cloud base cloud.

100. Xerox has used FreeFlow Core advanced cloud.

101. Xerox has tested FreeFlow Core On-Premise.

102. Xerox has tested FreeFlow Core Cloud base cloud.

103. Xerox has tested FreeFlow Core advanced cloud.

104. Xerox uses FreeFlow Core On-Premise.

105. Xerox uses FreeFlow Core Cloud base cloud.

106. Xerox uses FreeFlow Core advanced cloud.

107. The Accused Infringing Devices satisfy each and every element of each asserted claim of the ’336 Patent either literally or under the doctrine of equivalents.

108. The Accused Infringing Devices perform a method of manipulating a plurality of images captured in a variety of circumstances and over a period of time.

109. The Accused Infringing Devices perform a method for automatically organizing and manipulating a plurality of images (print jobs to be managed, manipulated, and printed) for an image product such as collections of photographs, books, product packaging, direct marketing materials, personalized catalogs, and the like. These images have been captured in a variety of circumstances and over a period of time.

This browser-based solution intelligently automates and integrates the processing of print jobs, from file preparation to final production, for a touchless workflow that operates easily, adapts effortlessly, scales quickly and delivers consistently. Enter Xerox® FreeFlow Core.

XEROX® FREEFLOW CORE IN THE CLOUD COMES IN TWO CONFIGURATIONS.

Xerox® FreeFlow Core Cloud is available as a set configuration that includes all the functions essential to automating and simplifying the majority of current workflow operations. The software configuration and hardware configuration have already been picked for you. You simply log in and begin building your own automated workflows. FreeFlow Core Cloud also includes automatic system backups, so you can rest assured that your workflows and jobs will be kept safe automatically, and at no additional charge.

The base cloud configuration enables all the functionality essential for automating most common prepress tasks.

The advanced cloud configuration includes all the functionality of the base version plus advanced functionality for modifying jobs, decision making and non-linear workflows.

Both solutions allow you to simply log in and begin building your own automated workflows. Let Xerox manage installation, maintenance and backups.

FreeFlow Core Cloud

- Job submission
- Job management and status
- Workflow selection
- Conversion
- Printer management and status
- Preflight
- Enhance images
- Imposition
- Automatic maintenance
- User authentication
- Email notifications
- Cloud Print client

Base

FreeFlow Core Cloud

- Job submission
- Job management and status
- Workflow selection
- Printer management and status
- Automated printer selection
- Conversion
- Automated workflow selection
- Preflight
- Enhance images
- Imposition
- Automatic maintenance
- User authentication
- Optimize
- Email notifications
- Color management
- Barcodes
- Pressmarks
- Watermarks
- Insert pages
- Delete pages
- Page numbering
- Join
- Rotate pages
- Resize pages
- Job splitting
- Job routing
- Cloud Print client

Advanced

Xerox® FreeFlow Core—A total solution for entry-level automated print production, including JDF/JMF connectivity to external systems. It lets you build workflows for conversion, preflight, image enhancement, imposition and print job submissions.

FreeFlow Advanced Prepress module—Provides powerful tools for PDF optimization, color management, document manipulation and annotation. This module helps you speed through a wide range of file optimization actions, including adding barcodes, pressmarks, text and images to documents.

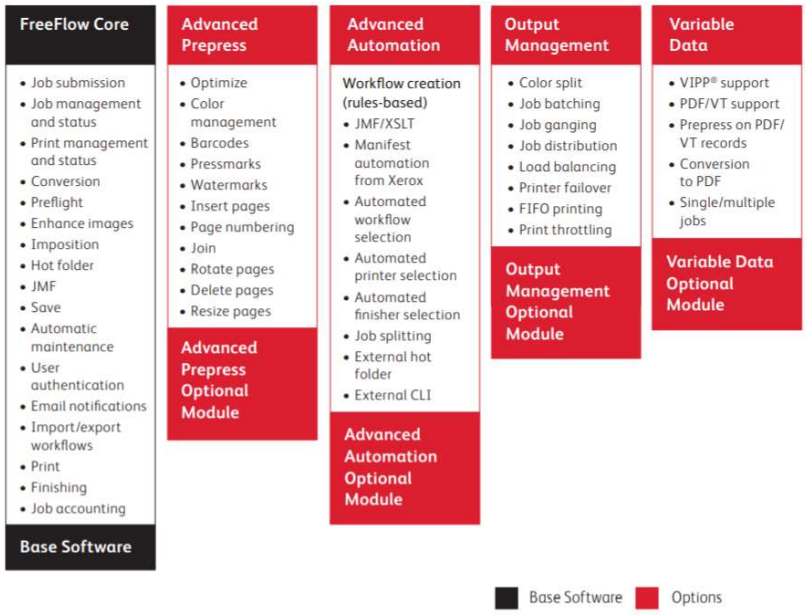
FreeFlow Advanced Automation module—Automates your entire production process by transforming manual steps in your workflow into programmed actions, with services that automate job processing decisions. Enables the use of any Hot Folder or CLI application within an automated workflow.

FreeFlow Output Management module—Adds the ability to implement even smarter decision making regarding when and where your jobs will be printed. Also enables automated aggregation and ganging for increased print and post-print productivity.

FreeFlow Variable Data module—This module enables FreeFlow Core to accept Xerox® Variable Information Production PrintWare (VIPP®) jobs and PDF/VT jobs. The FreeFlow VI Suite uses VIPP technology to deliver benchmark productivity in personalized communication workflows; PDF/VT is an emerging variable data standard and FreeFlow Core has full PDF/VT record processing support.

THE AUTOMATED SOLUTION THAT LEVERAGES 10 YEARS OF EXPERIENCE

Xerox® FreeFlow Core is a new product, yes—but it's also an innovative digital product platform that enables a wide range of highly targeted solutions. It works with your current operation and expands its capabilities as your business grows. Xerox has been in the prepress automation business for more than 15 years, and we've leveraged our experience and learning from customers like you to develop a next-generation solution for automating every step in your print production process.



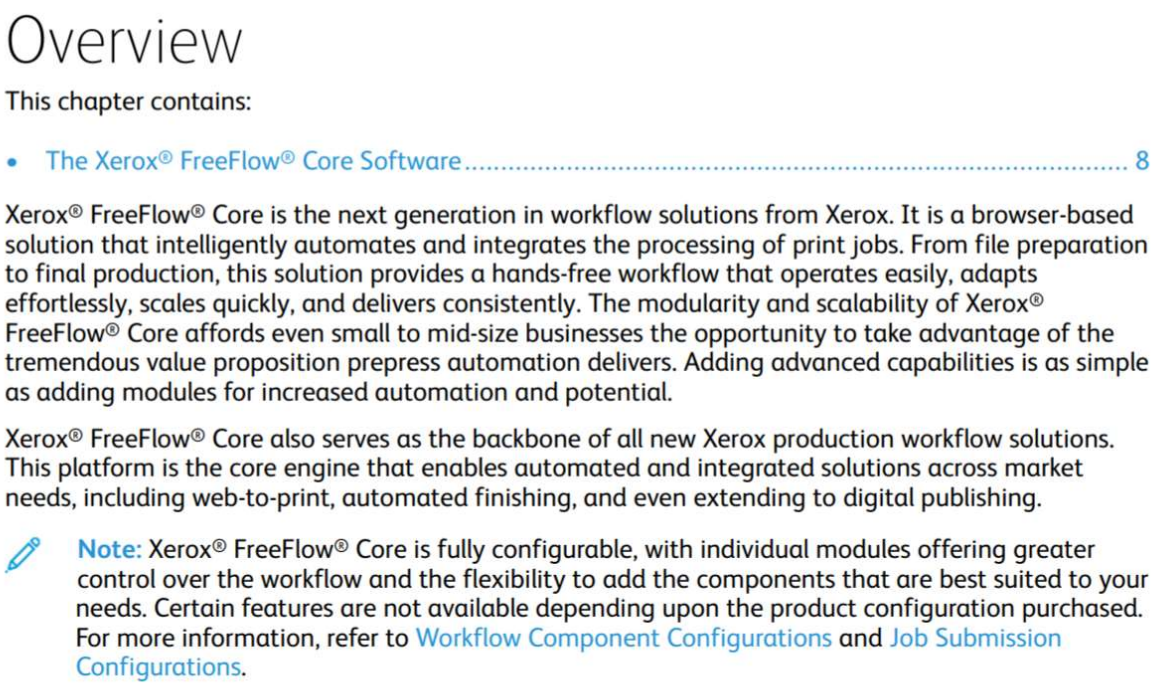
4

Source: FreeFlow Core Brochure.

110. The Accused Infringing Devices automatically organize the plurality of images in accordance with predetermined criteria.

111. The Accused Infringing Devices intelligently automate and integrate (automatically organize, in accordance with a predetermined criteria) the processing of print job images (plurality of images), from file preparation to final production for jobs ranging from business cards to books to calendars. The

automatic organization in accordance with predetermined criteria is accomplished by, among other things, the use of job clustering/batching to organize similar jobs for optimal post-press processing. The automatic organization in accordance with predetermined criteria is accomplished by, among other things, the use of the Manage Color component. The automatic organization in accordance with predetermined criteria is accomplished by, among other things, the use of the Enhance Images component to intelligently enhance the images. The automatic organization in accordance with predetermined criteria is also accomplished by, among other things, organizing images into specific workflow destinations based on job characteristics ("predetermined criteria").



Overview

This chapter contains:

- The Xerox® FreeFlow® Core Software 8

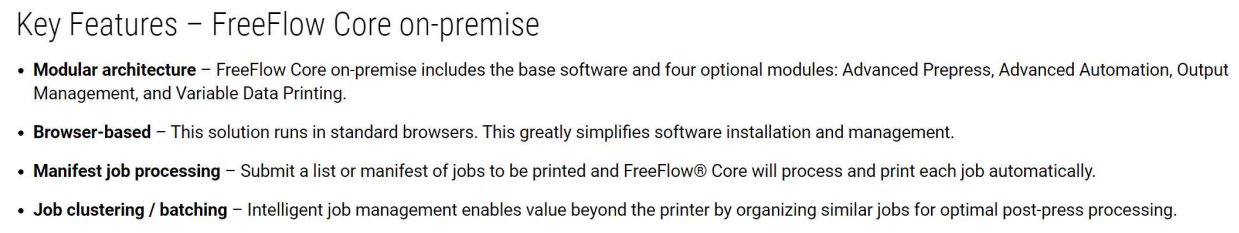
Xerox® FreeFlow® Core is the next generation in workflow solutions from Xerox. It is a browser-based solution that intelligently automates and integrates the processing of print jobs. From file preparation to final production, this solution provides a hands-free workflow that operates easily, adapts effortlessly, scales quickly, and delivers consistently. The modularity and scalability of Xerox® FreeFlow® Core affords even small to mid-size businesses the opportunity to take advantage of the tremendous value proposition prepress automation delivers. Adding advanced capabilities is as simple as adding modules for increased automation and potential.

Xerox® FreeFlow® Core also serves as the backbone of all new Xerox production workflow solutions. This platform is the core engine that enables automated and integrated solutions across market needs, including web-to-print, automated finishing, and even extending to digital publishing.

Note: Xerox® FreeFlow® Core is fully configurable, with individual modules offering greater control over the workflow and the flexibility to add the components that are best suited to your needs. Certain features are not available depending upon the product configuration purchased. For more information, refer to Workflow Component Configurations and Job Submission Configurations.

Source: FreeFlow Core Help Manual.

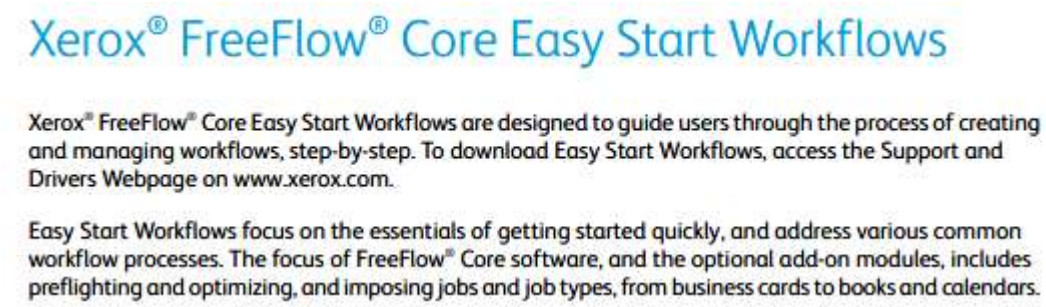
112. Xerox publishes the following information about FreeFlow Core:



Key Features – FreeFlow Core on-premise

- **Modular architecture** – FreeFlow Core on-premise includes the base software and four optional modules: Advanced Prepress, Advanced Automation, Output Management, and Variable Data Printing.
- **Browser-based** – This solution runs in standard browsers. This greatly simplifies software installation and management.
- **Manifest job processing** – Submit a list or manifest of jobs to be printed and FreeFlow® Core will process and print each job automatically.
- **Job clustering / batching** – Intelligent job management enables value beyond the printer by organizing similar jobs for optimal post-press processing.

Source: FreeFlow Core Overview.

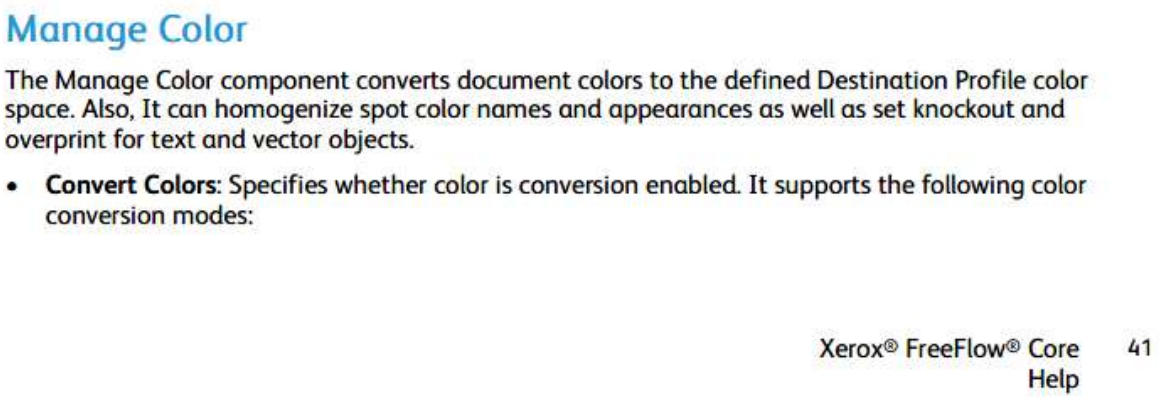


Xerox® FreeFlow® Core Easy Start Workflows

Xerox® FreeFlow® Core Easy Start Workflows are designed to guide users through the process of creating and managing workflows, step-by-step. To download Easy Start Workflows, access the Support and Drivers Webpage on www.xerox.com.

Easy Start Workflows focus on the essentials of getting started quickly, and address various common workflow processes. The focus of FreeFlow® Core software, and the optional add-on modules, includes preflighting and optimizing, and imposing jobs and job types, from business cards to books and calendars.

Source: FreeFlow Core Easy Start.



Manage Color

The Manage Color component converts document colors to the defined Destination Profile color space. Also, It can homogenize spot color names and appearances as well as set knockout and overprint for text and vector objects.

- **Convert Colors**: Specifies whether color is conversion enabled. It supports the following color conversion modes:

Xerox® FreeFlow® Core Help 41

- **Using ICC Profiles**: Converts to RGB, CMYK, or Gray color space.
- **Using N-Channel ICC Profiles**: Converts to N-Channel color space.
- **Using ICC DeviceLink Profile**: Converts from two pre-defined color spaces using an ICC DeviceLink profile.

> Note: ICC Profile and N-Channel ICC Profile conversion can be applied to **All** objects or to **RGB**, **CMYK**, or **Gray** objects.

If **Convert Colors Using ICC Profiles or N-Channel ICC Profiles** is enabled:

- **Convert Spot Colors**: Defines whether spot colors are converted to the destination ICC profile.
- **Source RGB, CMYK, and Gray Profiles**: Define default ICC profiles used for ICC profile color space conversion. If source profiles are not embedded in the job files, default profiles are used.
- **Destination Profile**: Define the destination color space for ICC profile color conversion.

> Note: ICC profiles up to version 4 are supported. ICC profiles are retrieved from the operating system and are listed using the ICC profile name, which can differ from the filename. To add additional ICC profiles, install them in the operating system and restart the server.

- **Use Document Output Intent Profile If Preset**: If enabled and if the document contains an output intent ICC profile, documents are converted to the output intent profile. Otherwise, documents are converted to the defined destination profile.
- **Rendering Intent**: Defines the rendering intent used for color conversion.

> Note: N-Channel ICC Profiles must use the clrt tag to specify the colorant names and the XYZ or Lab values used to define the appearance of these colorants. N-Channel conversion can produce unexpected output when used with transparency, overprint, and smooth shades.

Workflow Destinations

Hot Folders are able to send jobs to a specific workflow destination or to select a workflow destination based on job characteristics.

Selection of workflow destinations is performed using the Routing Common Controls.

When the option to **Select Workflow Based on Job Characteristics** is enabled, the Hot Folder **Options** selection allows the user to define PS, VIPP, and PDF Generation Options for jobs submitted to the workflow.

If **Convert Colors Using ICC DeviceLink Profiles** is enabled:

- **Device Link Profile**: Defines the ICC Device Link profiles to use for color conversion.

- **Make Pantone Spot Color Names Consistent**: Normalizes the spelling of Pantone and HKS spot color names. Additionally, normalizes spot colors that use different names but have the same appearance. The name of the first spot color found is used.
- **Normalize Spot Color Appearance**: Normalizes spot colors that use different CMYK values but have the same name to use the same CMYK values. The CMYK values of the first spot color found are used.
- **Convert Registration Color**: Converts registration color objects to the selected color.
- **Knock Out White Vector and Text Objects**: Sets white vector and text to knockout.
- **Overprint Black Vector and Text Objects**: Sets black vector and text to overprint.

Enhance Images

The Enhance Images component provides the ability to intelligently enhance document images. Selected image enhancements are applied if they improve the appearance of document images.

The following image enhancements are available:

- Contrast
- Saturation
- Balance Colors
- Reduce Red Eye

  Note: Red eye reduction does not apply to images of animals.
- Exposure
- Increase Shadow Detail
- Sharpness
- Noise Reduction

Note: Enhance Images supports RGB and grayscale TIFF, JPEG, and BMP images embedded in a PDF. `EXIF` information is not retained on enhanced images.

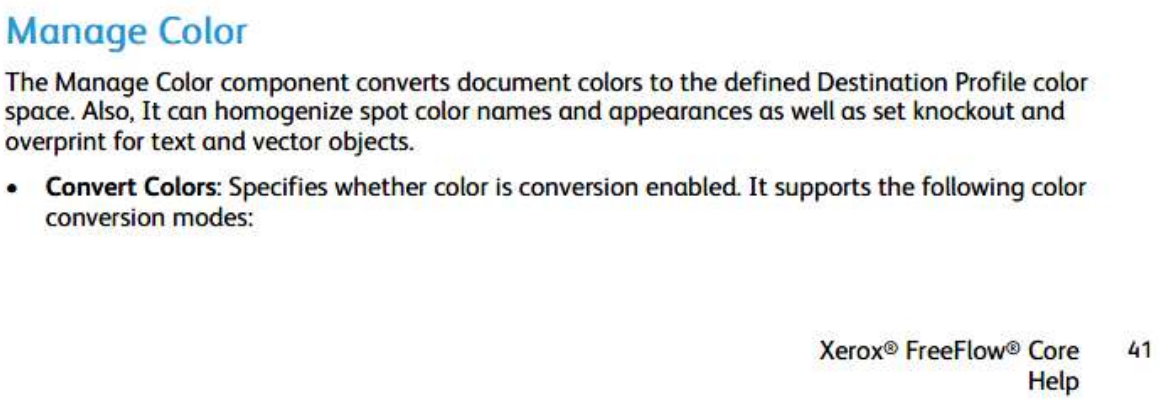
Source: FreeFlow Core Help Manual

113. The Accused Infringing Devices automatically adjust the colorimetric aspect of the plurality of images so as to improve the visual appeal between the

plurality of images by providing a common look among the images.

114. The Accused Infringing Devices use FreeFlow Core and Xerox's Confident Color to automatically adjust the RGB or CMYK profile ("colorimetric aspect") of the images to improve the visual appeal by providing a matched or same appearance ("common look") among the images.

115. The Accused Infringing Devices use, among other things, FreeFlow Core's Manage Color component and Enhance Images component to automatically adjust the colorimetric aspect by, among other things, enhancing contrast, saturation, balance, exposure, shadow detail, or sharpness, reducing red eye, reducing noise, and through automatic color adjustment (correction) by, for example, converting image colors to the defined Destination Profile color space or homogenizing spot color names and appearances.



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- **Convert Colors**: Specifies whether color is conversion enabled. It supports the following color conversion modes:

Xerox® FreeFlow® Core Help 41

- **Using ICC Profiles**: Converts to RGB, CMYK, or Gray color space.
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- **Using ICC DeviceLink Profile**: Converts from two pre-defined color spaces using an ICC DeviceLink profile.

> Note: ICC Profile and N-Channel ICC Profile conversion can be applied to **All** objects or to **RGB**, **CMYK**, or **Gray** objects.

If **Convert Colors Using ICC Profiles or N-Channel ICC Profiles** is enabled:

- **Convert Spot Colors**: Defines whether spot colors are converted to the destination ICC profile.
- **Source RGB, CMYK, and Gray Profiles**: Define default ICC profiles used for ICC profile color space conversion. If source profiles are not embedded in the job files, default profiles are used.
- **Destination Profile**: Define the destination color space for ICC profile color conversion.

> Note: ICC profiles up to version 4 are supported. ICC profiles are retrieved from the operating system and are listed using the ICC profile name, which can differ from the filename. To add additional ICC profiles, install them in the operating system and restart the server.

- **Use Document Output Intent Profile If Preset**: If enabled and if the document contains an output intent ICC profile, documents are converted to the output intent profile. Otherwise, documents are converted to the defined destination profile.
- **Rendering Intent**: Defines the rendering intent used for color conversion.

> Note: N-Channel ICC Profiles must use the clrt tag to specify the colorant names and the XYZ or Lab values used to define the appearance of these colorants. N-Channel conversion can produce unexpected output when used with transparency, overprint, and smooth shades.

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- **Device Link Profile**: Defines the ICC Device Link profiles to use for color conversion.

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- **Normalize Spot Color Appearance**: Normalizes spot colors that use different CMYK values but have the same name to use the same CMYK values. The CMYK values of the first spot color found are used.
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- Balance Colors
- Reduce Red Eye

  Note: Red eye reduction does not apply to images of animals.
- Exposure
- Increase Shadow Detail
- Sharpness
- Noise Reduction

Note: Enhance Images supports RGB and grayscale TIFF, JPEG, and BMP images embedded in a PDF. `EXIF` information is not retained on enhanced images.

Source: FreeFlow Core Help Manual

116. The Accused Infringing Device place the images in a product in accordance with the predetermined criteria.

117. The Accused Infringing Devices place the images in a product (for example, delivering them to one or more Printer Destinations or printers) in accordance with the job characteristics (for example, according to Print Presets or Routing Common Controls).

Understanding Printer Management

Xerox® FreeFlow® Core printing is configured and managed using three interrelated objects:

- **Printers**: Printers represent a connection to a DFE and a print engine. Each Printer is associated with one or more Printer Destinations.
  - Print Engine capabilities, state, and job submission regulation are managed at the printer level.
  - Printers are added or removed from FreeFlow Core automatically as needed when Printer Destinations are added or removed.
  - The FreeFlow Core Cloud Print Configuration application can add or remove the Cloud Printers.
- **Printer Destinations**: Printer Destinations represent a print submission configuration. Each Printer Destination represents a connection to a specific print queue and a set of job ticketing defaults. Each Printer Destination can be associated with one or more print presets.
- **Print Presets**: Print Presets represent an association between job processing configuration and one or more Printer Destinations.

  Print Presets defines that the jobs are submitted automatically to Printer Destinations. They also define rules for the selection of Printer Destinations.

Print

The Print component allows you to submit jobs to IPP-based Printer Destinations.

Workflow Setup

The Print components can:

- Send All Jobs to a Single Printer
- Select the Printer Based on Job Characteristics: Jobs are sent to a Printer Destination using the Routing Common Controls.

Workflow Process Common Controls

Workflow processes include common controls whose behavior is defined globally. These controls, if used by the workflow process, will always have coherent behavior.

Routing Common Controls

Hot Folders can send jobs to a specific workflow based on job characteristics. Based on job characteristics, the Route component can send jobs to a specific workflow execution path, or the Print and Finish components can send jobs to a specific destination.

These tasks are accomplished by defining routing rules composed of the following:

- **Job Characteristics**: Define checks of job properties that must be true for the routing rule to be considered true.
- **Job Destination**: If the job characteristics are true, then the job is sent to the associated destination. Job Destinations are as follows:

  - Workflows: Used with Hot Folder job routing.
  - Workflow execution paths: Used with the Route component.
  - Printer Destinations: Used with Print component job routing.
  - Finisher Destinations: Used with Finish component job routing.

Routing rules are evaluated in the order in which they are defined in the routing common control. The routing rules are evaluated until the job matches the specified Job Characteristics.

Job Characteristic Presets

The job characteristic presets define the job conditions that must be true for a routing rule to be true.

An example of a condition: Quantity is less than 1000.

This condition will be true if the defined job property (Quantity) is less than 1000.

Within the job characteristic preset, conditions are grouped into sets. The user can define whether **All Conditions in the Set Must be Met** or **Any Condition in the Set May be Met** in order for the set to be considered true.

Similarly, the job characteristics preset can contain multiple sets of conditions. The user can define whether **All Sets Must be Met** or **Any Set May be Met** in order for the job characteristics preset to be considered true.

Each set can contain up to 25 conditions. Each job characteristics preset can contain up to three sets of conditions.

Job Properties

This appendix contains:

Source: FreeFlow Core Help Manual

118. Xerox thus infringed at least claims 1, 2, 4, 5, and 6 of the ’336 Patent by using (including its own testing) in the United States.

119. Xerox’s activities were without authority of license under the ’336 Patent.

120. Xerox’s users, customers, agents and/or other third parties (collectively, “third-party infringers”) infringed and continue to infringe, including under 35 U.S.C. § 271(a), at least claims 1, 2, 4, 5, and 6 of the ’336 Patent by using the Accused Infringing Devices.

121. Xerox has, since at least no later than April 2, 2019, known or been willfully blind to the fact that the third-party infringers’ use of the Accused Infringing Devices directly infringed the ’336 Patent.

122. Xerox’s knowledge of the ’336 Patent, which covered operating the

Accused Infringing Devices in their intended manner such that all limitations of at least claims 1, 2, 4, 5, and 6 of the '336 Patent were met, made it known to Xerox that the third-party infringers' use of the Accused Infringing Devices directly infringed the '336 Patent, or, at the very least, rendered Xerox willfully blind to such infringement.

123. Having known or been willfully blind to the fact that the third-party infringers' use of the Accused Infringing Devices in their intended manner such that all limitations of at least claims 1, 2, 4, 5, and 6 of the '336 Patent were met directly infringed the '336 Patent, Xerox, upon information and belief, actively encouraged the third-party infringers to directly infringe the '336 Patent by making, using, testing, selling, offering for sale, importing and/or licensing said Accused Infringing Devices, and by, for example: marketing the Accused Infringing Devices to the third-party infringers; supporting and managing the third-party infringers' use of the Accused Infringing Devices; and providing technical assistance to the third-party infringers during their continued use of the Accused Infringing Devices by, for example, publishing the following instructional information directing third-party infringers how to make and use the Accused Infringing Devices to infringe claims 1, 2, 4, 5, and 6 of the '336 Patent:

- FreeFlow Core Overview;
- FreeFlow Core Help Manual;

- FreeFlow Core Brochure; and
- FreeFlow Core Easy Start.

124. Xerox induced the third-party infringers to infringe at least claims 1, 2, 4, 5, and 6 of the ’336 Patent by directing or encouraging them to operate the Accused Infringing Devices which, alone or in combination with the third-party infringers’ devices, satisfied all limitations of claims 1, 2, 4, 5, and 6 of the ’336 Patent. For example, Xerox advertised and promoted the features of the Accused Infringing Devices and encouraged the third-party infringers to operate the Accused Infringing Devices in an infringing manner. Xerox further provided technical assistance as to how the Accused Infringing Devices should be used by the third-party infringers by, for example, publishing the following instructional information directing third-party infringers how to make and use the Accused Infringing Devices to infringe claims 1, 2, 4, 5, and 6 of the ’336 Patent:

- FreeFlow Core Overview;
- FreeFlow Core Help Manual;
- FreeFlow Core Brochure; and
- FreeFlow Core Easy Start.

125. In response, the third-party infringers acquired and operated the Accused Infringing Devices such that all limitations of claims 1, 2, 4, 5, and 6 of the ’336 Patent were practiced.

126. Xerox specifically intended to induce, and did induce, the third-party infringers to infringe at least claims 1, 2, 4, 5, and 6 of the ’336 Patent, and Xerox knew of or was willfully blind to such infringement. Xerox advised, encouraged, and/or aided the third-party infringers to engage in direct infringement, including through its encouragement, advice, and assistance to the third-party infringers to use the Accused Infringing Devices.

127. Based upon, among other things, the foregoing facts, Xerox induced infringement under 35 U.S.C. § 271(b) of at least claims 1, 2, 4, 5, and 6 of the ’336 Patent.

128. Further, Xerox sold, provided and/or licensed to the third-party infringers Accused Infringing Devices especially made and adapted—and specifically intended by Xerox—to be used as components and material parts of the inventions covered by the ’336 Patent. For example, Xerox presses/printers (e.g., Versant, Trivor, Rialto, Iridesse, iGen 5, and Color C 60 presses and printers) with FreeFlow Core software which the third-party infringers used in a manner such that all limitations of at least claims 1, 2, 4, 5, and 6 of the ’336 Patent were met, and without which the third-party infringers would have been unable to use and avail themselves of the Accused Infringing Devices in their intended manner.

129. Upon information and belief, Xerox also knew that the Accused Infringing Devices operated in a manner that satisfied all limitations of at least

claims 1, 2, 4, 5, and 6 of the ’336 Patent.

130. The FreeFlow Core automatic organizing, adjusting, and printing technology in the Accused Infringing Devices was specially made and adapted to infringe at least claims 1, 2, 4, 5, and 6 of the ’336 Patent. Upon information and belief, the FreeFlow Core automatic organizing, adjusting, and printing technology in the Accused Infringing Devices is not a staple article or commodity of commerce, and, because the functionality was designed to work with the Accused Infringing Devices solely in a manner that is covered by the ’336 Patent, it did not have a substantial non-infringing use. At least by no later than April 2, 2019, based on the foregoing facts, Xerox knew of or was willfully blind to the fact that such functionality was especially made and adapted for—and was in fact used in—the Accused Infringing Devices in a manner that is covered by the ’336 Patent.

131. Based on, among other things, the foregoing facts, Xerox contributorily infringed at least claims 1, 2, 4, 5, and 6 of the ’336 Patent under 35 U.S.C. § 271(c).

132. Xerox’s acts of infringement of the ’336 Patent were willful and intentional under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc*., 136 S. Ct. 1923 (2016). Since at least April 2, 2019, Xerox willfully infringed the ’336 Patent by refusing to take a license. Instead of taking a license to the ’336 Patent, Xerox made the business decision to “efficiently infringe” the ’336 Patent. In doing so,

Xerox willfully infringed the ’336 Patent.

133. Xerox’s acts of direct and indirect infringement caused damage to MPV and MPV is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant’s infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

COUNT 3
(INFRINGEMENT OF U.S. PATENT NO. 7,006,890)

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

135. MPV is the owner, by assignment, of U.S. Patent No. 7,006,890 (Exhibit C).

136. As the owner of the ’890 Patent, MPV holds all substantial rights in and under the ’890 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

137. The ’890 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code after a full and fair examination.

138. MPV alleges that Xerox has infringed, and continues to infringe, the ’890 Patent.

139. The ’890 Patent was issued by the United States Patent and

Trademark Office on February 28, 2006 and is titled "System and Method for Managing Work Load Distribution Among a Plurality of Image Output Devices." *See* Exhibit E.

140. The '890 Patent is valid and enforceable.

141. Xerox has directly infringed at least claims 5, 6, and 8 of the '890 Patent by using (including its own testing) in the United States without authority Xerox devices such as Xerox presses/printers (e.g., Brenva, Versant, Trivor, Rialto, Iridesse, iGen 5, and Color C 60 presses and printers) that employ the Xerox FreeFlow Core to control the operation of a photfinishing lab having a plurality of printers/presses for producing a plurality of print jobs for a plurality of different job orders (collectively the "Accused Infringing Devices" or "Accused Infringing Products") in an exemplary manner as described below.

142. Xerox describes its FreeFlow Core on its website at https://securitydocs.business.xerox.com/wp-content/uploads/2017/12/702P06247_FreeFlow_Core_SecurityGuide.pdf ("FreeFlow Core Security Guide").

143. Xerox published FreeFlow Core Security Guide.

144. FreeFlow Core Security Guide accurately describes the operation of Xerox's FreeFlow Core.

145. The Accused Infringing Devices satisfy each and every element of each asserted claim of the '890 Patent either literally or under the doctrine of

equivalents.

146. The Accused Infringing Devices perform a method of controlling the operation of a photofinishing lab having a plurality of output devices for producing a plurality of different output products for a plurality of different job orders and a controller for distributing job orders to said plurality of devices, each of said output devices capable of outputting one or more of said plurality of different output products.

147. The Accused Infringing Devices use FreeFlow Core to perform a method for controlling operation of a photofinishing lab having a plurality of presses/printers (i.e., "devices") for producing a plurality of different print jobs (i.e., "output products" for a plurality of different job orders. The Accused Infringing Devices run FreeFlow Core on a processor (i.e., "controller") either on-premise or in a cloud server and automate processing of print jobs by the presses/printers (i.e., "distributing job orders to said plurality of devices." Each of the presses/printers is capable of outputting one or more printouts (i.e., "plurality of different output products").

Product Description

Xerox® FreeFlow® Core is the next generation in workflow solutions from Xerox. It is a browser-based solution that *intelligently* automates and integrates the processing of print jobs, from file preparation to final production for a hands-free workflow that operates easily, adapts effortlessly, scales quickly and delivers consistently.

Xerox® FreeFlow® Core Cloud is the cloud-based configuration offering of the solution. Running in the cloud means Xerox will install the software on our cloud servers. We will configure and manage the solution maintenance. You simply access your dedicated and secure system from a web browser.

Source: FreeFlow Core Security Guide.

Overview

This chapter contains:

Xerox® FreeFlow® Core is the next generation in workflow solutions from Xerox. It is a browser-based solution that intelligently automates and integrates the processing of print jobs. From file preparation to final production, this solution provides a hands-free workflow that operates easily, adapts effortlessly, scales quickly, and delivers consistently. The modularity and scalability of Xerox® FreeFlow® Core affords even small to mid-size businesses the opportunity to take advantage of the tremendous value proposition prepress automation delivers. Adding advanced capabilities is as simple as adding modules for increased automation and potential.

Xerox® FreeFlow® Core also serves as the backbone of all new Xerox production workflow solutions. This platform is the core engine that enables automated and integrated solutions across market needs, including web-to-print, automated finishing, and even extending to digital publishing.

Note: Xerox® FreeFlow® Core is fully configurable, with individual modules offering greater control over the workflow and the flexibility to add the components that are best suited to your needs. Certain features are not available depending upon the product configuration purchased. For more information, refer to Workflow Component Configurations and Job Submission Configurations.

Printer Management and Status Tab

Understanding Printer Management

Xerox® FreeFlow® Core printing is configured and managed using three interrelated objects:

- **Printers**: Printers represent a connection to a DFE and a print engine. Each Printer is associated with one or more Printer Destinations.
  - Print Engine capabilities, state, and job submission regulation are managed at the printer level.
  - Printers are added or removed from FreeFlow Core automatically as needed when Printer Destinations are added or removed.
  - The FreeFlow Core Cloud Print Configuration application can add or remove the Cloud Printers.
- **Printer Destinations**: Printer Destinations represent a print submission configuration. Each Printer Destination represents a connection to a specific print queue and a set of job ticketing defaults. Each Printer Destination can be associated with one or more print presets.
- **Print Presets**: Print Presets represent an association between job processing configuration and one or more Printer Destinations.

  Print Presets defines that the jobs are submitted automatically to Printer Destinations. They also define rules for the selection of Printer Destinations.

Source: FreeFlow Core Help Manual.

148. The Accused Infringing Devices monitor operations of the plurality of different output devices by said controller with respect to the job orders in queue.

149. The Accused Infringing Devices use their respective processors and FreeFlow Core to monitor job submissions and the processing of those submissions (i.e., operations) for the presses/printers with respect to, at least, the number of uncompleted jobs (i.e., "job orders in queue"). By way of example, the Accused Infringing Devices monitor the number of uncompleted jobs at a press/printer and if the number goes above a predefined threshold then job submissions are paused until the number of uncompleted jobs falls below the threshold.

Job Submission Regulation

If Xerox ® FreeFlow ® Core software loses connectivity with a printer, the software suspends job submission automatically to the Printer Destinations folders, even if Job Submission Regulation is enabled. When the printer is available, FreeFlow Core resumes job submission automatically.

If queues are missing or not accepting jobs, job submission pauses. If queues reappear or resume accepting jobs, job submission resumes.

If Job Submission Regulation is enabled, Xerox® FreeFlow® Core uses additional criteria to suspend and resume job submission automatically to Printer Destinations.

Job Submission Regulation is based on the following:

- Print engine state: If the Print engine state feature is enabled, when a print engine state stops for longer than the defined threshold, job submission pauses. When the print engine state changes to Ready or Warning, job submission resumes.
- Available spool space: If the Available spool space feature is enabled, when the available spool space at the DFE falls below the defined threshold, job submission pauses. When Available spool space at the DFE is above the defined threshold, job submission resumes. DFE spool space is monitored using SNMP.
- Number of Uncompleted Jobs at the Printer: If the Number of Uncompleted Jobs at the Printer feature is enabled, when the number of active jobs in the DFE is greater than the defined threshold, job submissions pause. When the number of active jobs in the DFE falls below the defined threshold, job submission resumes.

Note: Use of additional criteria for Job Submission Regulation requires an output management license. Refer to Workflow Component Configurations.

Understanding Printer Management

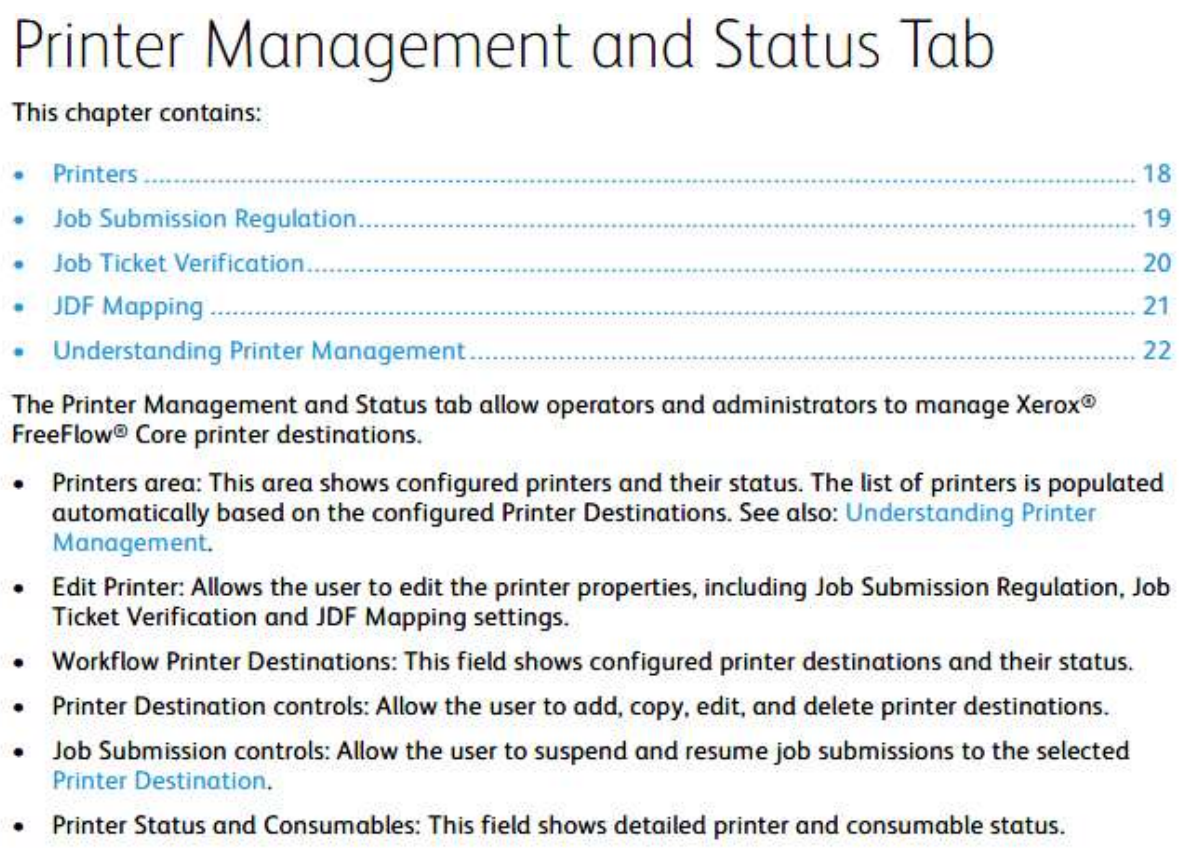
Xerox® FreeFlow® Core printing is configured and managed using three interrelated objects:

- **Printers**: Printers represent a connection to a DFE and a print engine. Each Printer is associated with one or more Printer Destinations.
  - Print Engine capabilities, state, and job submission regulation are managed at the printer level.

Source: FreeFlow Core Help Manual

150. The Accused Infringing Devices display the operational status of each of the plurality of output devices in a predetermined format, the predetermined format including information relating to the current configuration status of the plurality of different output devices and the current backlog of said job orders in queue for each of said plurality of different output products.

151. The Accused Infringing Devices and FreeFlow Core display the status of each press/printer ("displaying the operational status of each of said plurality of said output devices") in a predetermined format. The predetermined format includes the press/printer configuration as Printer Destinations representing specific print queues ("current backlog of said job orders in queue") for each of the presses/printers.



Printer Management and Status Tab

This chapter contains:

The Printer Management and Status tab allow operators and administrators to manage Xerox® FreeFlow® Core printer destinations.

- Printers area: This area shows configured printers and their status. The list of printers is populated automatically based on the configured Printer Destinations. See also: Understanding Printer Management.
- Edit Printer: Allows the user to edit the printer properties, including Job Submission Regulation, Job Ticket Verification and JDF Mapping settings.
- Workflow Printer Destinations: This field shows configured printer destinations and their status.
- Printer Destination controls: Allow the user to add, copy, edit, and delete printer destinations.
- Job Submission controls: Allow the user to suspend and resume job submissions to the selected Printer Destination.
- Printer Status and Consumables: This field shows detailed printer and consumable status.

Job Submission Regulation

If Xerox ® FreeFlow ® Core software loses connectivity with a printer, the software suspends job submission automatically to the Printer Destinations folders, even if Job Submission Regulation is enabled. When the printer is available, FreeFlow Core resumes job submission automatically.

If queues are missing or not accepting jobs, job submission pauses. If queues reappear or resume accepting jobs, job submission resumes.

If Job Submission Regulation is enabled, Xerox® FreeFlow® Core uses additional criteria to suspend and resume job submission automatically to Printer Destinations.

Job Submission Regulation is based on the following:

- Print engine state: If the Print engine state feature is enabled, when a print engine state stops for longer than the defined threshold, job submission pauses. When the print engine state changes to Ready or Warning, job submission resumes.
- Available spool space: If the Available spool space feature is enabled, when the available spool space at the DFE falls below the defined threshold, job submission pauses. When Available spool space at the DFE is above the defined threshold, job submission resumes. DFE spool space is monitored using SNMP.
- Number of Uncompleted Jobs at the Printer: If the Number of Uncompleted Jobs at the Printer feature is enabled, when the number of active jobs in the DFE is greater than the defined threshold, job submissions pause. When the number of active jobs in the DFE falls below the defined threshold, job submission resumes.

Note: Use of additional criteria for Job Submission Regulation requires an output management license. Refer to Workflow Component Configurations.

Understanding Printer Management

Xerox® FreeFlow® Core printing is configured and managed using three interrelated objects:

- **Printers**: Printers represent a connection to a DFE and a print engine. Each Printer is associated with one or more Printer Destinations.
  - Print Engine capabilities, state, and job submission regulation are managed at the printer level.
  - Printers are added or removed from FreeFlow Core automatically as needed when Printer Destinations are added or removed.
  - The FreeFlow Core Cloud Print Configuration application can add or remove the Cloud Printers.
- **Printer Destinations**: Printer Destinations represent a print submission configuration. Each Printer Destination represents a connection to a specific print queue and a set of job ticketing defaults. Each Printer Destination can be associated with one or more print presets.
- **Print Presets**: Print Presets represent an association between job processing configuration and one or more Printer Destinations.

  Print Presets defines that the jobs are submitted automatically to Printer Destinations. They also define rules for the selection of Printer Destinations.

Printer Destination

- **Name of Printer Destination**: Defines a descriptive name for the Printer Destination.
- **Printer**: Determines whether to create a printer destination using an existing printer or a new printer.
- **Name**: Defines a name for the printer. If a name is not defined, the Model information retrieved from the DFE is used as the name of the printer in the Printers list.
- **DNS Name or IP Address**: The hostname or IP address for the DFE. If the printer supports JDF/JMF connectivity, append `:<JMF port number>` after the hostname or IP address. For example: `xxx.xxx.xxx.xxx:8010`.
- **Get Printer Info**: Retrieves printer capabilities from the DFE. This information is used to populate the printer description, the list of queues, if any, and the job ticketing options.

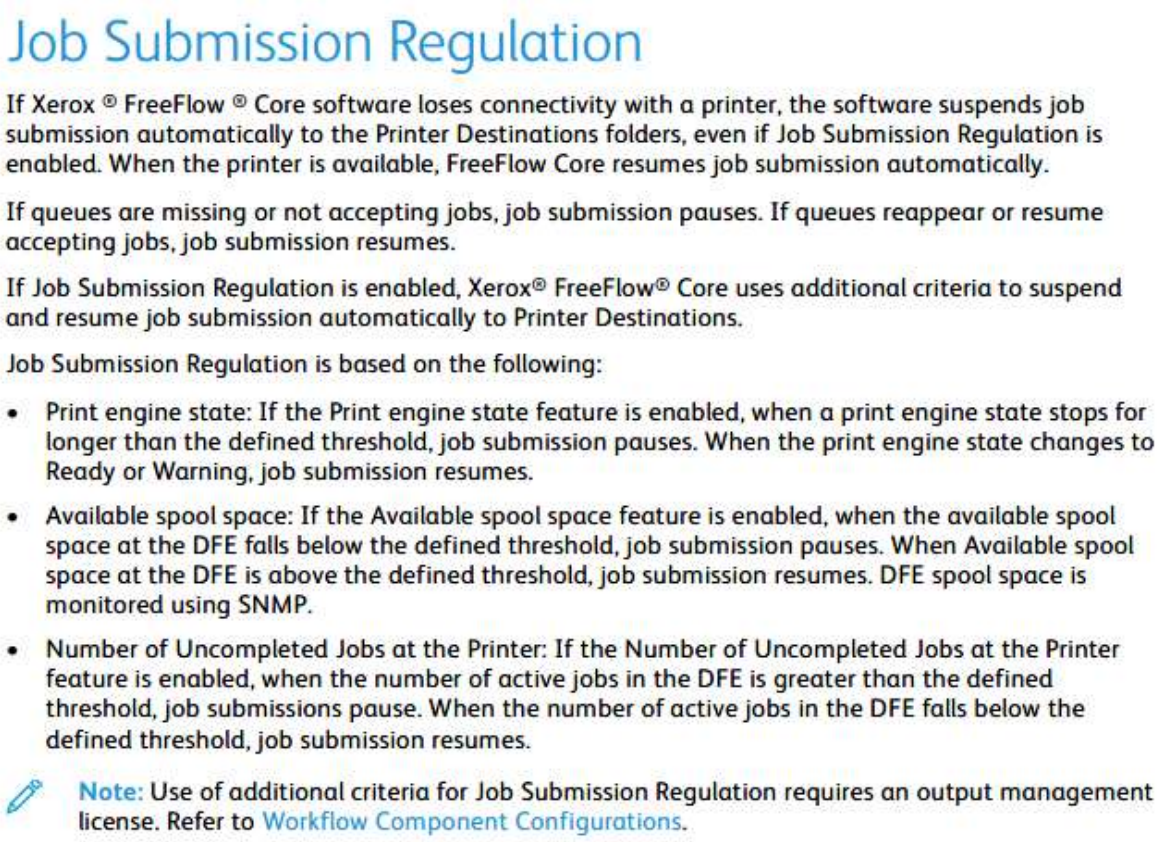
  Note: If available printer options change, to retrieve updated capabilities from the DFE, you can select **Refresh Printer Info** on an existing printer. For example, if the media library is changed or an output destination is added to the printer configuration.

Source: FreeFlow Core Help Manual

152. The Accused Infringing Devices use their respective controllers to produce a visual indication when the operational efficiency of the photofinishing lab reached a predetermined criterion and to automatically adjust the operational status of at least one of the plurality of devices in response to the monitoring.

153. The Accused Infringing Devices use FreeFlow to display an indication that acceptance of print jobs is paused ("producing a visual indication") when a printer/press is in a stopped-engine state for longer than a defined threshold ("operational efficiency of the photofinishing lab reached a predetermined criterion") and to automatically suspend or resume job submissions ("automatically adjust the operational status") to a press/printer. The Accused Infringing Devices also use FreeFlow to display an indication that acceptance of print jobs is paused ("producing a visual indication") when the number of active jobs is greater than a

defined threshold ("operational efficiency of the photofinishing lab reached a predetermined criterion") and to automatically suspend or resume job submissions ("automatically adjust the operational status") to a press/printer.



Job Submission Regulation

If Xerox ® FreeFlow ® Core software loses connectivity with a printer, the software suspends job submission automatically to the Printer Destinations folders, even if Job Submission Regulation is enabled. When the printer is available, FreeFlow Core resumes job submission automatically.

If queues are missing or not accepting jobs, job submission pauses. If queues reappear or resume accepting jobs, job submission resumes.

If Job Submission Regulation is enabled, Xerox® FreeFlow® Core uses additional criteria to suspend and resume job submission automatically to Printer Destinations.

Job Submission Regulation is based on the following:

- Print engine state: If the Print engine state feature is enabled, when a print engine state stops for longer than the defined threshold, job submission pauses. When the print engine state changes to Ready or Warning, job submission resumes.
- Available spool space: If the Available spool space feature is enabled, when the available spool space at the DFE falls below the defined threshold, job submission pauses. When Available spool space at the DFE is above the defined threshold, job submission resumes. DFE spool space is monitored using SNMP.
- Number of Uncompleted Jobs at the Printer: If the Number of Uncompleted Jobs at the Printer feature is enabled, when the number of active jobs in the DFE is greater than the defined threshold, job submissions pause. When the number of active jobs in the DFE falls below the defined threshold, job submission resumes.

Note: Use of additional criteria for Job Submission Regulation requires an output management license. Refer to Workflow Component Configurations.

Source: FreeFlow Core Help Manual

154. Xerox thus infringed at least claims 5, 6, and 8 of the '890 Patent by using (including its own testing) in the United States.

155. Xerox's activities were without authority of license under the '890 Patent.

156. Xerox's users, customers, agents and/or other third parties (collectively, "third-party infringers") infringed and continue to infringe, including

under 35 U.S.C. § 271(a), at least claims 5, 6, and 8 of the ’890 Patent by using the Accused Infringing Devices.

157. Xerox has, since at least no later than April 2, 2019, known or been willfully blind to the fact that the third-party infringers’ use of the Accused Infringing Devices directly infringed the ’890 Patent.

158. Xerox’s knowledge of the ’890 Patent, which covered operating the Accused Infringing Devices in their intended manner such that all limitations of at least claims 5, 6, and 8 of the ’890 Patent were met, made it known to Xerox that the third-party infringers’ use of the Accused Infringing Devices directly infringed the ’890 Patent, or, at the very least, rendered Xerox willfully blind to such infringement.

159. Having known or been willfully blind to the fact that the third-party infringers’ use of the Accused Infringing Devices in their intended manner such that all limitations of at least claims 5, 6, and 8 of the ’890 Patent were met directly infringed the ’890Patent, Xerox, upon information and belief, actively encouraged the third-party infringers to directly infringe the ’890 Patent by making, using, testing, selling, offering for sale, importing and/or licensing said Accused Infringing Devices, and by, for example: marketing the Accused Infringing Devices to the third-party infringers; supporting and managing the third-party infringers’ use of the Accused Infringing Devices; and providing technical

assistance to the third-party infringers during their continued use of the Accused Infringing Devices by, for example, publishing the following instructional information directing third-party infringers how to make and use the Accused Infringing Devices to infringe claims 5, 6, and 8 of the '890 Patent:

- FreeFlow Core Overview;
- FreeFlow Core Help Manual;
- FreeFlow Core Brochure;
- FreeFlow Core Security Guide; and
- FreeFlow Core Easy Start.

160. Xerox induced the third-party infringers to infringe at least claims 5, 6, and 8 of the '890 Patent by directing or encouraging them to operate the Accused Infringing Devices which, alone or in combination with the third-party infringers' devices, satisfied all limitations of claims 5, 6, and 8 of the '890 Patent. For example, Xerox advertised and promoted the features of the Accused Infringing Devices and encouraged the third-party infringers to operate the Accused Infringing Devices in an infringing manner. Xerox further provided technical assistance as to how the Accused Infringing Devices should be used by the third-party infringers by, for example, publishing the following instructional information directing third-party infringers how to make and use the Accused Infringing Devices to infringe claims 5, 6, and 8 of the '890 Patent:

- FreeFlow Core Overview;
- FreeFlow Core Help Manual;
- FreeFlow Core Brochure;
- FreeFlow Core Security Guide; and
- FreeFlow Core Easy Start.

161. In response, the third-party infringers acquired and operated the Accused Infringing Devices such that all limitations of claims 5, 6, and 8 of the '890 Patent were practiced.

162. Xerox specifically intended to induce, and did induce, the third-party infringers to infringe at least claims 5, 6, and 8 of the '890 Patent, and Xerox knew of or was willfully blind to such infringement. Xerox advised, encouraged, and/or aided the third-party infringers to engage in direct infringement, including through its encouragement, advice, and assistance to the third-party infringers to use the Accused Infringing Devices.

163. Based on, among other things, the foregoing facts, Xerox induced infringement under 35 U.S.C. § 271(b) of at least claims 5, 6, and 8 of the '890 Patent.

164. Further, Xerox sold, provided and/or licensed to the third-party infringers Accused Infringing Devices especially made and adapted—and specifically intended by Xerox—to be used as components and material parts of

the inventions covered by the '890 Patent. For example, Xerox presses/printers (e.g., Versant, Trivor, Rialto, Iridesse, iGen 5, and Color C 60 presses and printers) with FreeFlow Core software which the third-party infringers used in a manner such that all limitations of at least claims 5, 6, and 8 of the '890 Patent were met, and without which the third-party infringers would have been unable to use and avail themselves of the Accused Infringing Devices in their intended manner.

165. Upon information and belief, Xerox also knew that the Accused Infringing Devices operated in a manner that satisfied all limitations of at least claims 5, 6, and 8 of the '890 Patent.

166. The FreeFlow Core automatic organizing, adjusting, and printing technology in the Accused Infringing Devices was specially made and adapted to infringe at least claims 5, 6, and 8 of the '890 Patent. Upon information and belief, the FreeFlow Core controlled distribution of job orders within a photofinishing lab through the described monitoring of operations of a plurality of devices, displaying the operational status of such devices (including the backlog of job orders), producing a visual indication when an operational efficiency meets a predetermined criterions, and automatically adjusting the status of devices in response to the monitoring in the Accused Infringing Devices is not a staple article or commodity of commerce, and, because the functionality was designed to work with the Accused Infringing Devices solely in a manner that is covered by the '890

Patent, it did not have a substantial non-infringing use. At least by no later than April 2, 2019, based on the foregoing facts, Xerox knew of or was willfully blind to the fact that such functionality was especially made and adapted for—and was in fact used in—the Accused Infringing Devices in a manner that is covered by the '890 Patent.

167. Based on, among other things, the foregoing facts, Xerox contributorily infringed at least claims 5, 6, and 8 of the '890 Patent under 35 U.S.C. § 271(c).

168. Xerox's acts of infringement of the '890 Patent were willful and intentional under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc*., 136 S. Ct. 1923 (2016). Since at least April 2, 2019, Xerox willfully infringed the '890 Patent by refusing to take a license. Instead of taking a license to the '890 Patent, Xerox made the business decision to "efficiently infringe" the '890 Patent. In doing so, Xerox willfully infringed the '890 Patent.

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

COUNT 4
(INFRINGEMENT OF U.S. PATENT NO. 7,092,573)

170. MPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

171. MPV is the owner, by assignment, of U.S. Patent No. 7,092,573 (Exhibit D).

172. As the owner of the '573 Patent, MPV holds all substantial rights in and under the '573 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

173. The '573 Patent was issued by the United States Patent Office on August 15, 2006 and is titled, "Method and System for Selectively Applying Enhancement to an Image." *See* Exhibit D.

174. The '573 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code after a full and fair examination.

175. The '573 specification describes the field of the invention as relating generally to the field of digital image processing and, more particularly, to a method for determining the amount of enhancement applied to an image based on subject matter in the image. '573 at 1:6-9.

176. Xerox has been and continues to practice without authorization or

license one or more claims of the ’573 Patent including claims 1, 7, 13, and 32.

177. Xerox is practicing the asserted claims of the ’573 Patent by making, using, offering for sale, selling, and/or importing Xerox scanners, multifunction printer/scanner/copier devices, and software including DigiPath Production and FreeFlow Core software that feature Background Suppression, Despeckle, Fill Margin Hole, and Image/Edge Enhancement.

178. Exemplary claim 1 of the ’573 Patent recites an embodiment of the claimed subject matter:

> 1. A method for processing a digital image, comprising the steps of:
>
> applying a subject matter detector to the digital image to produce a belief map of values indicating the degree of belief that pixels in the digital image belong to target subject matter, said values defining a plurality of belief regions;
>
> determining the sizes of each of said belief regions in said belief map;
>
> enhancing the digital image, said enhancing varying pixel by pixel in accordance with both the degree of belief and the size of the respective said belief region.

179. Xerox publishes the following description of the Background Suppression function identifying some specific accused Xerox products having this feature:


Modify the Background Suppression

Article Id: x_prodsys_en-036180 | **Published:** 09/01/2015

Product support for DigiPath Professional Production Software
DigiPath Scanner
DigiPath Xpress Production Software
FreeFlow Output Manager FreeFlow Print Manager
FreeFlow Process Manager FreeFlow Scanner 665
FreeFlow Web Services FreeFlow Core
FreeFlow Express to Print FreeFlow Makeready

Background Suppression

The Background Suppression feature enables you to make adjustments for documents that exhibit poor contrast between the foreground image and the background. This feature is particularly useful for enhancing copy quality when the originals contain cut and pastes, uneven density, dark or colored backgrounds. You can easily erase the unwanted background color of the original.

180. Xerox Background Suppression processes digital images, applying a subject matter detector to an image to produce a belief map of values indicating the degree of belief that pixels in the image belong to target subject matter (i.e., distinguishing between a "foreground image and the background") and defining a plurality of belief regions (e.g., "foreground images").

181. Background Suppression determines the sizes of each belief region and enhances the digital image varying pixel by pixel values indicating color, brightness, and other image characteristics based upon the degree of belief and size of the belief region(s).

182. On information and belief, Xerox produces a belief map of values by calculating the histogram background peak, standard deviation from the peak, and a white or background value pixel threshold or background luminance threshold. The background peak value is the value with the greatest number of pixels having an intensity related to the background level value in a region. *See, e.g.*, U.S. Pat. No. 7,843,616 ("Background Suppression in a Multi-Function Color Scanning

System").

183. On information and belief, a Xerox analyzer (subject matter detector) is applied to a digital image to produce a belief map of values indicating the degree of belief that pixels belong to target subject matter (image or foreground) or background. See U.S. Pat. No. 7,873,232 ("Method and System for Image Background Suppression Using Neutral Adjustment of Color Channels").

184. Xerox scanners featuring the Filter or Despeckle options enhance an image varying pixel by pixel color and brightness in accordance with both the degree of belief and the size of the respective belief region.

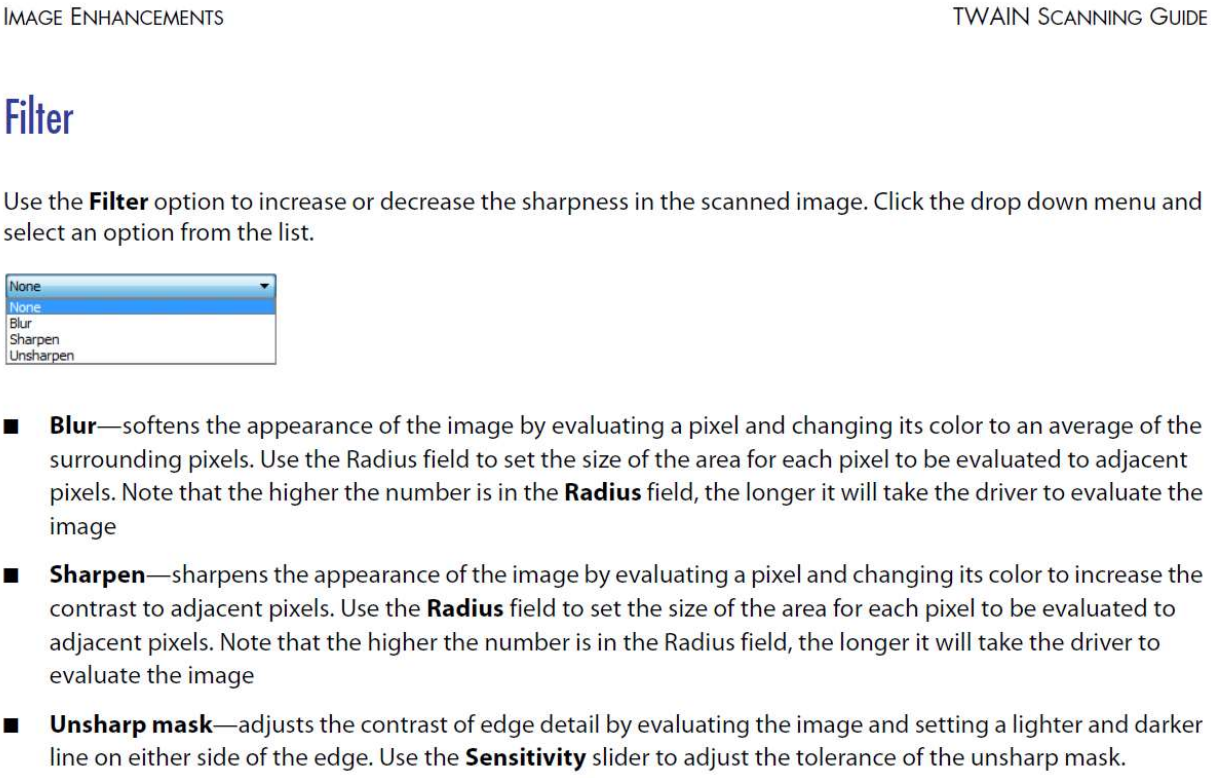


IMAGE ENHANCEMENTS TWAIN SCANNING GUIDE

Filter

Use the **Filter** option to increase or decrease the sharpness in the scanned image. Click the drop down menu and select an option from the list.

None
None
Blur
Sharpen
Unsharpen

- **Blur**—softens the appearance of the image by evaluating a pixel and changing its color to an average of the surrounding pixels. Use the Radius field to set the size of the area for each pixel to be evaluated to adjacent pixels. Note that the higher the number is in the **Radius** field, the longer it will take the driver to evaluate the image
- **Sharpen**—sharpens the appearance of the image by evaluating a pixel and changing its color to increase the contrast to adjacent pixels. Use the **Radius** field to set the size of the area for each pixel to be evaluated to adjacent pixels. Note that the higher the number is in the Radius field, the longer it will take the driver to evaluate the image
- **Unsharp mask**—adjusts the contrast of edge detail by evaluating the image and setting a lighter and darker line on either side of the edge. Use the **Sensitivity** slider to adjust the tolerance of the unsharp mask.

185. Xerox's Filter option evaluates and enhances digital images pixel by

pixel.

186. The Despeckle option exemplifies the image processing steps taken in the accused software including applying a subject matter detector to the digital image to produce a belief map of values indicating the degree of belief that pixels in the digital image belong to target subject matter:

Despeckle

This option removes speckles from the background. Speckles are small spots on an image that the scanner interpreted as a valid part of the document. The **Despeckle** option identifies these spots and removes them. This option is only available when scanning in black and white.

Radius—this is the size of the area that is evaluated for stray dots.

Number—this is the maximum number of dots within the radius that should be considered a speckle. If this number of dots are in the circle, the dots will not be considered a speckle and remain in the image. If there are less than this number of dots in the circle, the dots are considered a speckle and removed from the image.

For example, if the radius is 3 and the number is 5, then the document is evaluated in sections of 3x3 pixels and if there are more than 5 stray dots within a 3x3 area, they are not considered a speckle.

187. Additional examples of infringing functionality in the accused Xerox devices and software are Xerox Image/Edge Enhancement and Fill Margin Holes functions, which enhance digital images by removing from scanned digital images punched holes in the margins (Fill Margin Holes) and thin lines that may be around the edges in the scanned image (Edge Cleanup).

188. Xerox publishes the following information about the Edge Cleanup function:

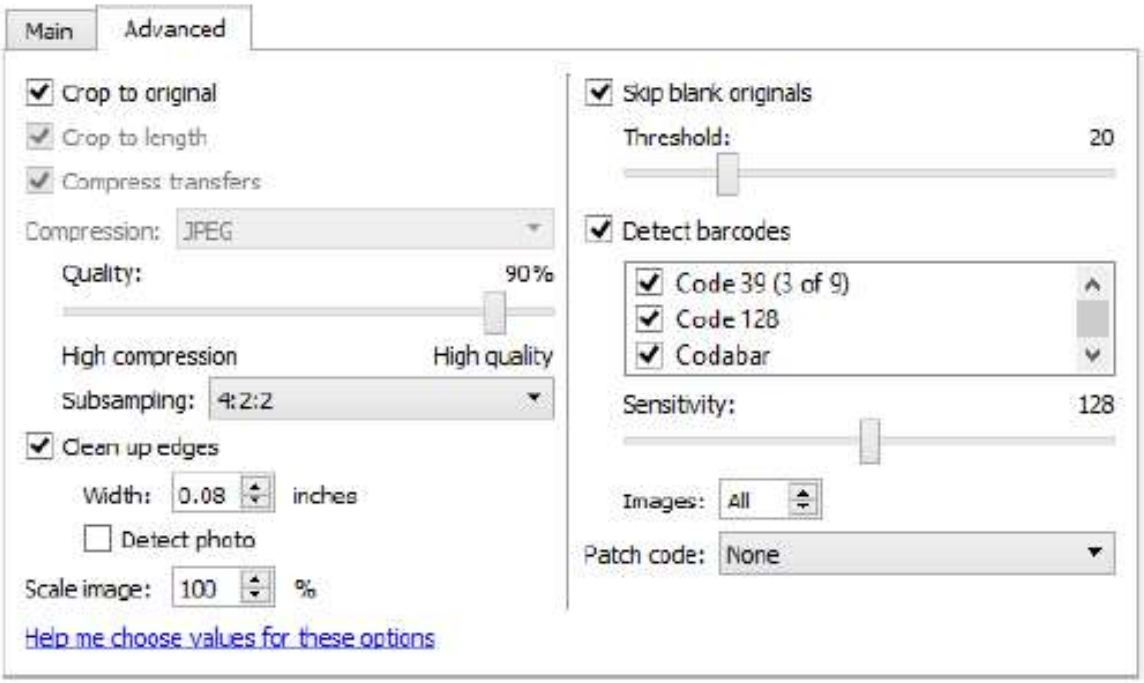
The Basic Features are:

- **AutoCrop**—select this option to let the software automatically determine the size of the item being scanned.
- **AutoDeskew**—select this option to have the software automatically determine if a page is skewed, then straighten its image. If the page is scanned at too great an angle, the image may not straighten correctly. In that case, re-scan the page.
- **AutoBrightness**—sets the brightness to achieve the best balance between the document's background, foreground, and highlighted areas. This option is not available when scanning in Color.
- **Edge Cleanup**—select this option to have the software remove any thin lines that may be around the edges in the scanned image. Edge Cleanup only applies if AutoCrop and AutoDeskew are selected so the software can determine where the edges are located. Therefore, selecting Edge Cleanup will also select AutoCrop and AutoDeskew. This option is only available when scanning in Black&White.

Clean Up Edges

Select this option to remove any thin lines from around the edges of the final scan. This option will fill the margins of the image with the detected edge color. When you select this option, the **Width** input field will automatically enable for you to input the size of the area you want to have filled with the background color. You can specify a fill size between approximately 0.04 to 0.39 inches (1 mm to 10 mm).

- **Detect photo** —select this option to let the scanner determine if a photo has been scanned. When this occurs, edge cleanup will not be applied.



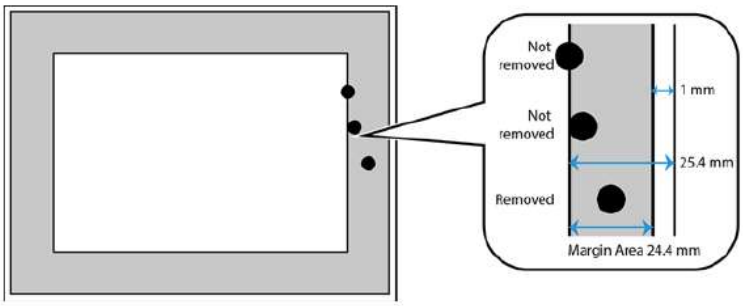
189. Xerox publishes the following description of the Fill Margin Holes function, which describes enhancement of a digital image pixel-by-pixel in accordance with both the degree of belief and the size of the respective belief region:

Fill Margin Holes

Select this option if you are scanning pages with punched holes in the margins. This option will fill these holes with the detected background color in the final scan. The scanner will detect and fill the holes under the following conditions:

Note: This option is available in the interface only if the connected scanner supports this feature.

- The size of the hole can be between approximately 5 mm and 7 mm
- The maximum width of the margin is 25.4 mm from the edge of the paper
- The size of the margin is 24.4 mm
- The position of the hole cannot be flush to the edge of the margin area and it cannot overlap the edge of the margin area



Note: When using this option ensure the correct document size has been selected or 'Automatic' document size is used. **Fill margin holes** will not work correctly if the document scanned is a different size than what is expected.

190. The accused Xerox devices and software satisfy each and every element of each asserted claim of the '573 Patent either literally or under the doctrine of equivalents.

191. Xerox thus infringes the asserted claims of the '573 Patent.

192. Xerox's activities were without authority of license under the '573 Patent.

193. Xerox's users, customers, agents and/or other third parties (collectively, "third-party infringers") infringed and continue to infringe, including under 35 U.S.C. § 271(a), at least claims 1, 7, 13, and 32 of the '573 Patent by using the accused Xerox products and software.

194. Xerox has, since at least the filing of this complaint, known or been willfully blind to the fact that third-party infringers' use of the accused Xerox products and software directly infringe the '573 Patent.

195. Xerox has knowledge of the '573 Patent, which covers operating the accused Xerox products and software in their intended manner such that all limitations of the asserted '573 Patent claims are met, and knowledge about how the accused products and software are used by the third-party infringers to practice the '573 Patent.

196. With knowledge or willful blindness to the fact that the third-party infringers' use of the accused Xerox devices and software in accordance with their intended manner of use practices the asserted claims of the '573 Patent, Xerox actively encourages the third-party infringers to directly infringe the '573 Patent by, for example: marketing them to the third-party infringers; supporting and managing the third-party infringers' use; and providing technical assistance to the

third-party infringers during their continued use of the accused Xerox products by, for example, publishing instructional information directing third-party infringers how to make and use the infringing products to infringe the asserted claims of the '573 Patent.

197. Xerox induces the third-party infringers to infringe the asserted claims of the '573 Patent by directing or encouraging them to operate the infringing devices and software that satisfy all limitations of the asserted claims of the '573 Patent.

198. For example, Xerox advertises and promotes the features and functions of the accused devices and software and encourages the third-party infringers to operate them in an infringing manner. Xerox further provides technical assistance as to how the infringing products should be used by the third-party infringers by, for example, publishing instructional information directing third-party infringers how to use the infringing features to practice asserted claims 1, 7, 13, and 32 of the '573 Patent

199. In response, the third-party infringers acquire and operate the accused Xerox devices and software such that all limitations of the asserted claims of '573 Patent are practiced.

200. Xerox specifically intends to induce, and does induce, the third-party infringers to infringe claims 1, 7, 13, and 32 of the '573 Patent, and Xerox knew of

or was willfully blind to such infringement.

201. Based upon the foregoing facts, among other things, Xerox induces infringement under 35 U.S.C. § 271(b) of at least claims 1, 7, 13, and 32 of the ’573 Patent.

202. Xerox has knowledge, at least by this complaint, that the accused Xerox devices and software are made and operate in a manner that satisfies all limitations of at least claims 1, 7, 13, and 32 of the ’573 Patent.

203. Upon information and belief, Xerox’s acts of infringement of the ’573 Patent continue since this complaint was filed and are, therefore, carried out with knowledge of the asserted claims of the ’573 Patent and how the accused DocuShare software and services infringe them. Rather than take a license to the ’573 Patent, Xerox’s ongoing infringing conduct reflects a business decision to “efficiently infringe” the asserted claims and in doing so constitute willful infringement under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc*., 136 S. Ct. 1923 (2016).

204. Xerox’s acts of direct and indirect infringement have caused and continue to cause damage to MPV for which MPV is entitled to recover damages sustained as a result of Xerox’s infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

COUNT 5
(INFRINGEMENT OF U.S. PATENT NO. 7,092,966)

205. MPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

206. MPV is the owner, by assignment, of U.S. Patent No. 7,092,966 (Exhibit E).

207. As the owner of the ’966 Patent, MPV holds all substantial rights in and under the ’966 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

208. The ’966 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

209. MPV alleges that Xerox has infringed, and continues to infringe, the ’966 Patent.

210. The ’966 Patent was issued by the United States Patent and Trademark Office on August 15, 2006 and is titled “Method Software Program For Creating an Image Product Having Predefined Criteria.” *See* Exhibit E.

211. The ’966 Patent is valid and enforceable.

212. Xerox has directly infringed at least claim 1 of the ’966 Patent by using (including its own testing) in the United States without authority Xerox presses/printers (e.g., DocuColor 242/252/260, 700i/700, Color 550/560/570, Color C60/C70, D95A/D110/D125, D136, Primelink C9065/C9070, , Color 800i/1000i,

DocuColor 7000/8000, DocuColor 7002/8002, DocuColor 8000AP, DocuColor 8080, DocuPrint 100/100MX, 115/115MX, 135/135MX, 155/155MX, 180/180MX, 1050/1050MX, DocuTech 128/155/180 HighLight Color, DocuTech 6100/6115/6135/6180, Versant 80/1280/2100/3100, 700i/700, 770, 4112/4127 EPS, 4112/4127 C/P, Baltoro HF, Brenva HD, Color C75, Color 8250, iGen3, iGen4, iGen4 220, iGen4 Diamond, iGen4 EXP, iGen5, iGen 150, Iridesse, Color J75, Nuvera, Xerox 650/1300, Xerox 495, Xerox 490/980, and CiPres 325/500 printers and presses) that employ the Xerox FreeFlow Variable Information Suite to perform a method of creating an image product having at least one image thereon (collectively the "Accused Infringing Devices" or "Accused Infringing Products") in an exemplary manner as described below.

213. The Accused Infringing Devices satisfy each and every element of each asserted claim of the '966 Patent either literally or under the doctrine of equivalents.

214. The Accused Infringing Devices perform a method of creating an image product (e.g., printed pages) having at least one image provided thereon.

215. Xerox describes its FreeFlow Variable Information Suite ("FreeFlow VIS") on its website at https://www.office.xerox.com/latest/FFSBR-05E.pdf ("FreeFlow VIS Brochure").

216. Xerox published the FreeFlow VIS Brochure that accurately describes

the operation of Xerox's FreeFlow VIS.

217. Xerox describes its FreeFlow VIS, including the Design Express functionality, on its website at https://www.support.xerox.com/support/freeflow-variable-information-suite/file-redirect/enus.html?operatingSystem=win10x64&fileLanguage=en&contentId=142902 which includes a document named en_VDEUserGuide.pdf ("FreeFlow VIS Design Express User Guide").

218. Xerox published the FreeFlow VIS Design Express User Guide.

219. The FreeFlow VIS Design Express User Guide accurately describes the operation of Xerox's FreeFlow VIS including the Design Express functionality.

220. Xerox describes its FreeFlow VIS, including the Design Express functionality, on its website at https://www.support.xerox.com/support/freeflow-variable-information-suite/file-redirect/enus.html?operatingSystem=win10x64&fileLanguage=en&contentId=142902 which includes a document named README.txt ("FreeFlow VIS Design Express Readme").

221. Xerox published the FreeFlow VIS Design Express Readme.

222. The FreeFlow VIS Design Express Readme accurately describes the operation of Xerox's FreeFlow VIS including the Design Express functionality.

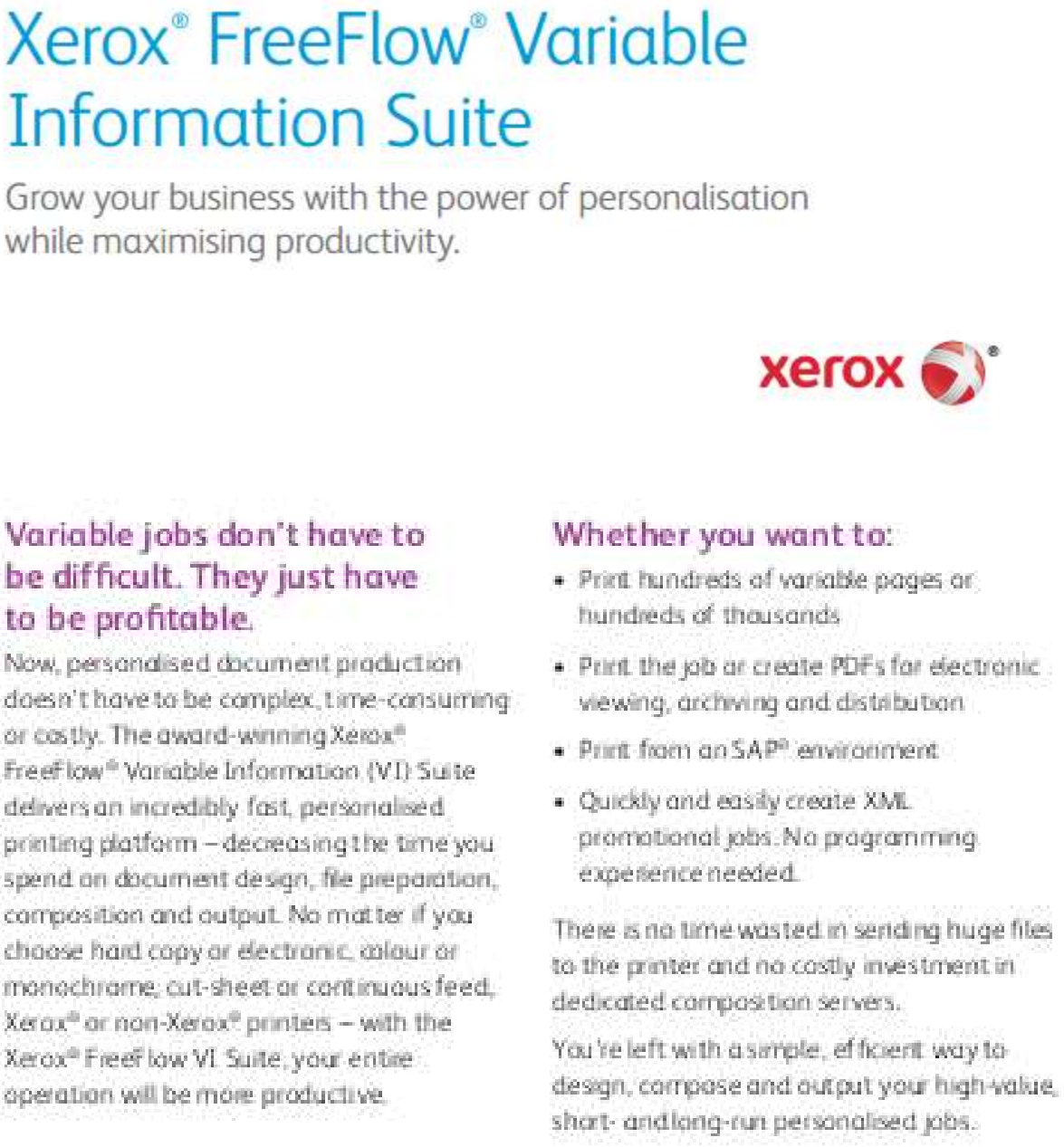
223. Xerox has used FreeFlow VIS.

224. Xerox has tested FreeFlow VIS.

225. Xerox has used FreeFlow VIS Design Express.

226. Xerox has tested FreeFlow VIS Design Express.

227. The Accused Infringing Devices use FreeFlow VIS to perform a method of creating an image product having at least one image provided thereon.



Xerox® FreeFlow® Variable Information Suite

Grow your business with the power of personalisation while maximising productivity.

xerox

Variable jobs don't have to be difficult. They just have to be profitable.

Now, personalised document production doesn't have to be complex, time-consuming or costly. The award-winning Xerox® FreeFlow® Variable Information (VI) Suite delivers an incredibly fast, personalised printing platform – decreasing the time you spend on document design, file preparation, composition and output. No matter if you choose hard copy or electronic, colour or monochrome, cut-sheet or continuous feed, Xerox® or non-Xerox® printers – with the Xerox® FreeFlow VI Suite, your entire operation will be more productive.

Whether you want to:

- Print hundreds of variable pages or hundreds of thousands
- Print the job or create PDFs for electronic viewing, archiving and distribution
- Print from an SAP® environment
- Quickly and easily create XML promotional jobs. No programming experience needed.

There is no time wasted in sending huge files to the printer and no costly investment in dedicated composition servers.

You're left with a simple, efficient way to design, compose and output your high-value, short- and long-run personalised jobs.

Source: FreeFlow VIS Brochure.

228. The Accused Infringing Products provide a digital template for the image product, the template having at least one digital container for placement of digital image content, the digital container having at least one designated image parameter.

229. The Accused Infringing Products use FreeFlow VIS (including FreeFlow on the Fly Productivity Apps and/or FreeFlow VIS Design Express) to provide a digital template for the image product, the template having at least one digital container with at least one designated image parameter for placement of the

image content.

Source: FreeFlow VIS Brochure.

Variable information and design layout

VDE allows entry of these variable information types into the existing InDesign layout:

- Text Strings
- Text Files
- Graphics
- Visibility
- Style
- Color

These variable types allow designs that vary according to the job requirements using one basic InDesign layout as the basis for the design. With VDE, the text, graphics, and even the layout of the design can change according to the data fields and layers assigned to, and the Rules created for, the job, including page visibility.

For purposes of illustration, the examples contained in this section of the *FreeFlow VI Design Express User Guide* are based on an application designed to create Identification Cards that use:

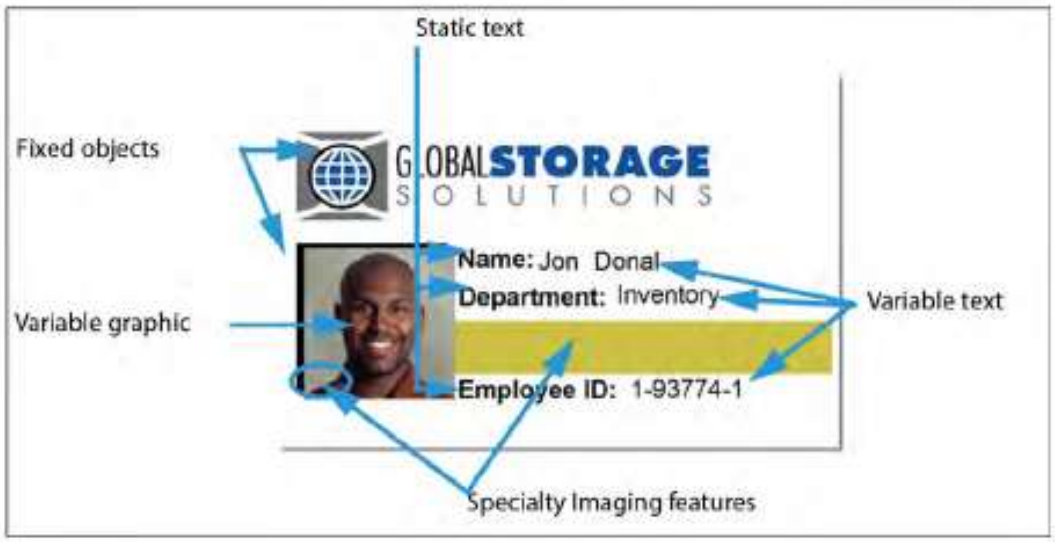
- Static InDesign features such as layers, text and graphic boxes
- Variable VDE features that allow the static design to vary according to set Rules and data fields
- Specialty Imaging features to add variable information to the finished ID card, which add an extra level of security to the printed output

An example of the finished ID Card is shown below.

The variable information included on the ID card is:

- Employee's first and last name
- Employee's Department
- Employee ID
- Employee photograph

- Specialty Imaging features on the photograph or MicroText, and on the gold bar under the department name or Fluorescent text.



Source: FreeFlow VIS Design Express User Guide.

230. The Accused Infringing Devices use FreeFlow VIS (including FreeFlow on the Fly Productivity Apps and/or FreeFlow VIS Design Express) to automatically search a database of image content using the designated image parameter and providing at least one image content candidate for placement in the digital container.

231. The Accused Infringing Devices use FreeFlow VIS (including FreeFlow on the Fly Productivity Apps and/or FreeFlow VIS Design Express) and the associated "Rules" (and in particular "Graphic File Rules") to automatically search a database of stored image content using at least one designated image parameter (a value in an XML tag or database field) and provide an image content candidate for placement in a digital container (e.g., a Graphic Frame).

4

Rules

This chapter contains:

Rules are the key to controlling a variable data application. A Rule can insert text, the content of a text file, or a graphic into a text or graphic frame. Rules can also control the visibility of a layer or page.

- Graphic File Rules: A Graphic File rule is used to place an image into a Graphic Frame in your document.

  Use Example: You may want to print a Real Estate letter and use the correct agent photograph in the title section of the document. You could call out the correct image based on some value in an XML tag, or database field.

Source: FreeFlow VIS Design Express User Guide

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============================================================
VI Design Express (VDE) is an easy to use application plug-in
for use with Adobe InDesign CC 2019, InDesign 2020 and
Xerox VIPP-enabled production print devices. It is designed
to simplify the use of VIPP in your documents, and it works
on both Windows and Mac OS X (Intel-based) platforms.

With InDesign and VI Design Express the layout of the document
is created using InDesign, then VI Design Express is used to
add the variable data and export the application for printing.
VI Design Express takes care of the rest by creating a VI
Project Container (VPC) file that can be sent to a VIPP-enabled
print device for immediate printing.

VI Design Express is unique in that it supports "VIPP Pro"
output - the most efficient, lean, and fast VIPP output
available.

The VI Design Express works by allowing insertion of variable
data into the final documents designed using the InDesign
tool set.

For more information reference the VDE User's Guide.
```

Source: FreeFlow VIS Design Express Readme.

Variable information and design layout

VDE allows entry of these variable information types into the existing InDesign layout:

- Text Strings
- Text Files
- Graphics
- Visibility
- Style
- Color

These variable types allow designs that vary according to the job requirements using one basic InDesign layout as the basis for the design. With VDE, the text, graphics, and even the layout of the design can change according to the data fields and layers assigned to, and the Rules created for, the job, including page visibility.

For purposes of illustration, the examples contained in this section of the *FreeFlow VI Design Express User Guide* are based on an application designed to create Identification Cards that use:

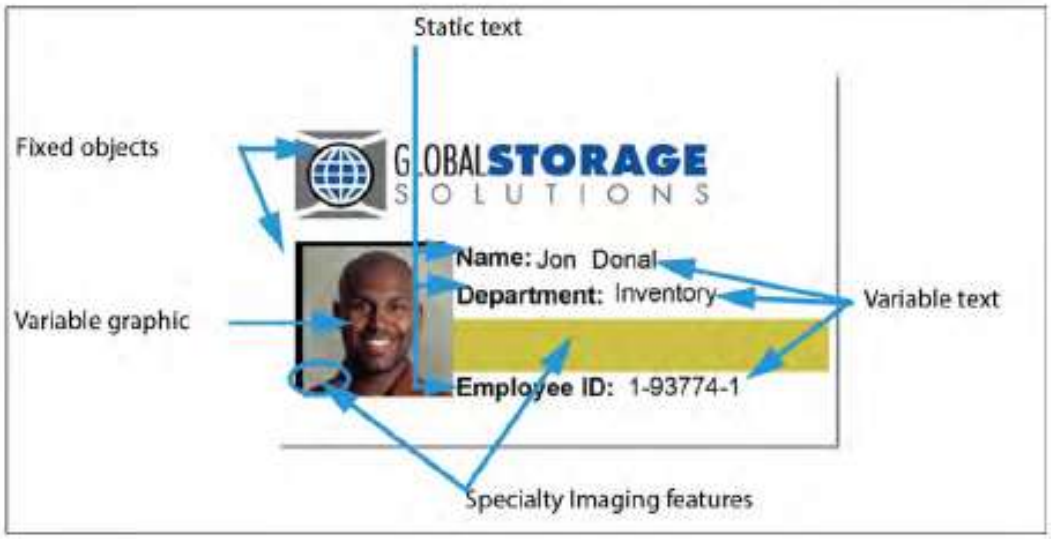
- Static InDesign features such as layers, text and graphic boxes
- Variable VDE features that allow the static design to vary according to set Rules and data fields
- Specialty Imaging features to add variable information to the finished ID card, which add an extra level of security to the printed output

An example of the finished ID Card is shown below.

The variable information included on the ID card is:

- Employee's first and last name
- Employee's Department
- Employee ID
- Employee photograph

- Specialty Imaging features on the photograph or MicroText, and on the gold bar under the department name or Fluorescent text.



Source: FreeFlow VIS Design Express User Guide.

232. Xerox thus infringed at least claim 1 of the ’996 Patent by using (including its own testing) in the United States.

233. Xerox’s activities were without authority of license under the ’996 Patent.

234. Xerox’s users, customers, agents and/or other third parties (collectively, “third-party infringers”) infringed and continue to infringe, including under 35 U.S.C. § 271(a), at least claim 1 of the ’996 Patent by using the Accused Infringing Devices.

235. Xerox has, since at least no later than April 2, 2019, known or been willfully blind to the fact that the third-party infringers’ use of the Accused Infringing Devices directly infringed the ’996 Patent.

236. Xerox's knowledge of the '996 Patent, which covered operating the Accused Infringing Devices in their intended manner such that all limitations of at least claim 1 of the '996 Patent were met, made it known to Xerox that the third-party infringers' use of the Accused Infringing Devices directly infringed the '996 Patent, or, at the very least, rendered Xerox willfully blind to such infringement.

237. Having known or been willfully blind to the fact that the third-party infringers' use of the Accused Infringing Devices in their intended manner such that all limitations of at least claim 1 of the '996 Patent were met directly infringed the '996 Patent, Xerox, upon information and belief, actively encouraged the third-party infringers to directly infringe the '996 Patent by making, using, testing, selling, offering for sale, importing and/or licensing said Accused Infringing Devices, and by, for example: marketing the Accused Infringing Devices to the third-party infringers; supporting and managing the third-party infringers' use of the Accused Infringing Devices; and providing technical assistance to the third-party infringers during their continued use of the Accused Infringing Devices by, for example, publishing the following instructional information directing third-party infringers how to make and use the Accused Infringing Devices to infringe claim 1 of the '996 Patent:

- FreeFlow Core Overview;
- FreeFlow Core Help Manual;

- FreeFlow Core Brochure;
- FreeFlow Core Easy Start;
- FreeFlow VIS Brochure;
- FreeFlow VIS Design Express User Guide; and
- FreeFlow Design Express Readme.

238. Xerox induced the third-party infringers to infringe at least claim 1 of the ’996 Patent by directing or encouraging them to operate the Accused Infringing Devices which, alone or in combination with the third-party infringers’ devices, satisfied all limitations of claim 1 of the ’996 Patent. For example, Xerox advertised and promoted the features of the Accused Infringing Devices and encouraged the third-party infringers to operate the Accused Infringing Devices in an infringing manner. Xerox further provided technical assistance as to how the Accused Infringing Devices should be used by the third-party infringers by, for example, publishing the following instructional information directing third-party infringers how to make and use the Accused Infringing Devices to infringe claim 1 of the ’996 Patent:

- FreeFlow Core Overview;
- FreeFlow Core Help Manual;
- FreeFlow Core Brochure;
- FreeFlow Core Easy Start;

- FreeFlow VIS Brochure;
- FreeFlow VIS Design Express User Guide; and
- FreeFlow Design Express Readme.

239. In response, the third-party infringers acquired and operated the Accused Infringing Devices such that all limitations of claim 1 of the ’996 Patent were practiced.

240. Xerox specifically intended to induce, and did induce, the third-party infringers to infringe at least claim 1 of the ’996 Patent, and Xerox knew of or was willfully blind to such infringement. Xerox advised, encouraged, and/or aided the third-party infringers to engage in direct infringement, including through its encouragement, advice, and assistance to the third-party infringers to use the Accused Infringing Devices.

241. Based upon, among other things, the foregoing facts, Xerox induced infringement under 35 U.S.C. § 271(b) of at least claim 1 of the ’996 Patent.

242. Further, Xerox sold, provided and/or licensed to the third-party infringers Accused Infringing Devices especially made and adapted—and specifically intended by Xerox—to be used as components and material parts of the inventions covered by the ‘996 Patent. For example, Xerox presses/printers identified above with FreeFlow Core and FreeFlow VIS software which the third-party infringers used in a manner such that all limitations of at least claim 1of the

'996 Patent were met, and without which the third-party infringers would have been unable to use and avail themselves of the Accused Infringing Devices in their intended manner.

243. Upon information and belief, Xerox also knew that the Accused Infringing Devices operated in a manner that satisfied all limitations of at least claim 1 of the '996 Patent.

244. The FreeFlow Core and FreeFlow VIS automatic searching of a database of image content using an image parameter to provide image content for placement in a digital container of a digital template for an image product in the Accused Infringing Devices was specially made and adapted to infringe at least claim 1 of the '996 Patent. Upon information and belief, the FreeFlow Core and FreeFlow VIS technology in the Accused Infringing Devices is not a staple article or commodity of commerce, and, because the functionality was designed to work with the Accused Infringing Devices solely in a manner that is covered by the '996 Patent, it did not have a substantial non-infringing use. At least by no later than April 2, 2019, based on the foregoing facts, Xerox knew of or was willfully blind to the fact that such functionality was especially made and adapted for—and was in fact used in—the Accused Infringing Devices in a manner that is covered by the '996 Patent.

245. Based on, among other things, the foregoing facts, Xerox

contributorily infringed at least claim 1of the ’996 Patent under 35 U.S.C. § 271(c).

246. Xerox’s acts of infringement of the ’996 Patent were willful and intentional under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc*., 136 S. Ct. 1923 (2016). Since at least April 2, 2019, Xerox willfully infringed the ’996 Patent by refusing to take a license. Instead of taking a license to the ’996 Patent, Xerox made the business decision to “efficiently infringe” the ’996 Patent. In doing so, Xerox willfully infringed the ’996 Patent.

247. Xerox’s acts of direct and indirect infringement caused damage to MPV and MPV is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant’s infringing acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court, pursuant to 35 U.S.C. § 284.

COUNT 6
(INFRINGEMENT OF U.S. PATENT NO. 7,684,090)

248. MPV realleges and incorporates by reference the allegations set forth above as if restated verbatim here.

249. MPV is the owner, by assignment, of U.S. Patent No. 7,684,090 (Exhibit F).

250. As the owner of the ’090 Patent, MPV holds all substantial rights in and under the ’090 Patent, including the right to grant licenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

251. The United States Patent Office issued the '090 Patent on March 23, 2020, and it is titled "Digital Printer for User with Docked Display Device."

252. The '090 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code after a full and fair examination.

253. In allowing claims 1-10, the Patent Examiner stated that "[t]he closest prior art such as Narushima (US Patent No. 6,774,951 B2) and Schneider (US Patent No. 2006/0112375)" fail to anticipate or render obvious the claimed subject matter.

254. The Examiner described the claimed subject matter as "a display device interface, said display device interface being adapted to receive the display device and to position the display device so that a display device electrical connector can form an electrical connection with the electrical interface to provide an electrical connection between the printer and the display device; and, the display device interface is adjustably mounted to the external structure, with the display device interface being movable between a range of positions relative to the external structure of the printer while maintaining the electrical connection between the printer and the display device, so that the image display can be positioned at more than one position relative to the external structure of the printer while in a connected relationship with the printer."

255. The ’090 specification describes the field of the invention: “digital color printers and, more particularly to digital color printers that are adapted to receive and cooperatively work with display devices.” ’090 at 1:20-22.

256. Xerox has been and continues to practice without authorization or license one or more claims of the ’090 Patent including claims 1, 2, 3, 4, 5, 7, and 10.

257. Xerox is practicing the asserted claims of the ’090 Patent by making, using, offering for sale, selling, and/or importing the printers featuring, generally, a display device, display device interface, an external structure housing a print engine and receiver medium transport adapted to cause transfer of donor materials (e.g., ink and toner) to receiver medium (e.g., cardstock, paper, photographic print medium, etc.) in an imagewise fashion; the display device interface being adapted to receive the display device and to position it so that an electrical connection can form between the printer and display device; a printer processor adapted to transmit signals to the display device controller influencing what is displayed on the image display; and wherein the display device interface is adjustably mounted to the external surface and movable in a range of positions relative to the structure of the printer while maintaining the electrical connection between the printer and display device so the image display can be positioned at more than one position relative to the external structure of the printer while connected.

258. Infringing Xerox printers include, without limitation, the Xerox D 95A/D110/D125 Copier/Printer and Pro Copier/Printer designated by model numbers D95/CP/PRO, D110/CP/PRO, and D125/CP/PRO, Xerox D110/D125/D136 Printer, Xerox WorkCentre 7655/7665/7675/7755/7765/7775, Xerox 4110/4590 Copier/Printer, and Xerox Docucolor 240/242/250/252/260.

259. The infringing Xerox products (e.g., the Xerox D 95A/D110/D125 pictured below) feature a large, full-color touch screen with buttons that displays stored images.

Flexibility for every environment.

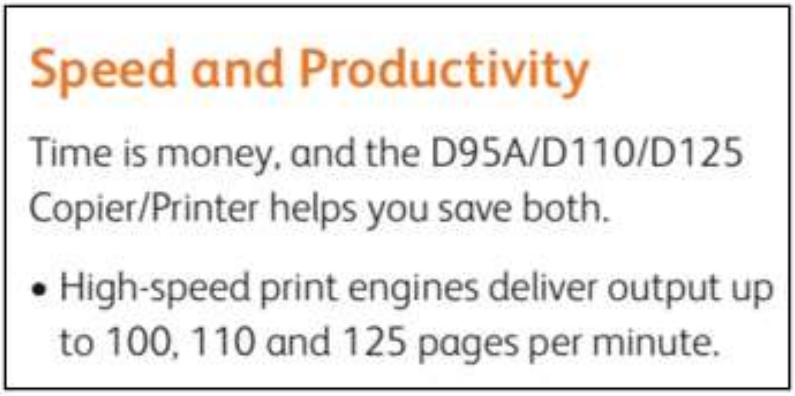
1 2-Tray Oversized High-Capacity Feeder*
2 250-sheet bypass tray
3 Scanner (up to 200 ipm) with standard color scanning
4 Print resolution up to 2400 x 2400 dpi
5 1,100-sheet letter-size tray
6 1,600-sheet letter-size tray
7 2x550-sheet trays standard and custom sizes up to 13 x 19.2 in.
8 Interface module
9 GBC® AdvancedPunch™*
10 High-Capacity Stacker*
11 Optional folder C-fold, Z-fold, Engineering Z-fold
12 200-sheet standard post process inserter
13 Booklet Maker Finisher
Hole punch
500-sheet top tray
14 Xerox® SquareFold® Trimmer Module

260. The display device of the accused Xerox products includes an image display for displaying stored images and is movable between a range of positions relative to the external structure of the printer and rotatably mounted to the external

housing of the printer.

261. The following pictures show the D 95A/D110/D125 Copier/Printer external structure housing a print engine and receiver medium transport:

262. Xerox describes the D 95A/D110/D125 Copier/Printer as featuring "high speed print engines [that] deliver output up to 100, 110, and 125 pages per minute:



263. In the accused products, an "Automatic Document Feeder" transports receiver medium adapted to cooperate to cause donor material to be transferred to a receiver medium in an imagewise fashion.

264. The picture below shows the Xerox WorkCentre 7655/7665/7675:

265. The display device and display device interface, which Xerox identifies as the User Interface, features a Control Panel and Touch Screen.

266. The Control Panel allows keypad selection of features, and the Touch Screen allows selections to be made simply by touching a button on the screen.

267. The display device interface is adapted to position the display device to that a display device electrical connector can form an electrical connection with the electrical interface to provide an electrical connection between the printer and the display device. Circuitry and wiring in the arm (shown below) connects the display device and printer:

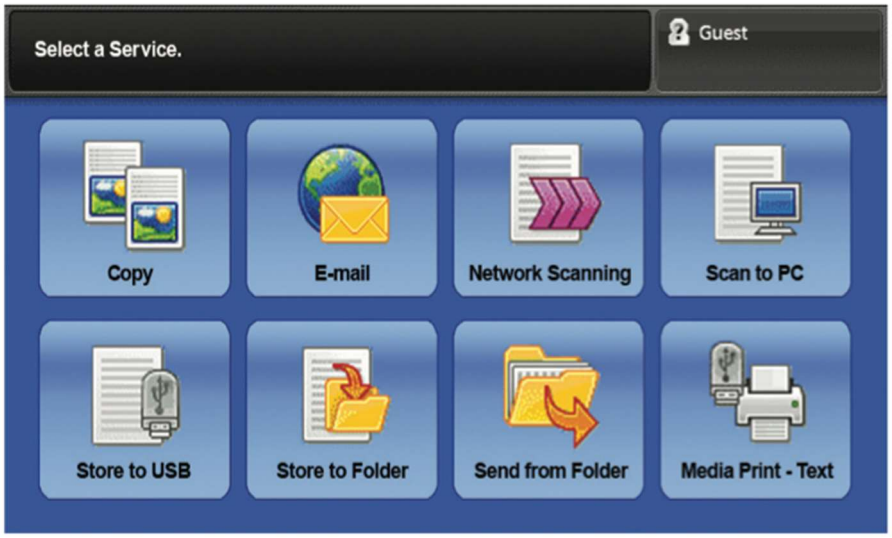
268. A printer processor within the printer structure transmits signals to the display device controller that controls the display device and provides a signal used

to generate an image on the display.

269. The display of the accused Xerox products may show icons and user-defined settings, thumbnail views of documents scanned by the camera, and settings configured by the user.

- **Copy and Save/Print and Delete Modes.** Select "copy and save" on the touch screen and, as you copy, document images and settings are saved to a mailbox/folder on the internal server.
- **Thumbnail Preview.** See a thumbnail view of your copy/scan job right at the touch screen.

With the state-of-the-art Xerox® Integrated Copy/Print Server, the Xerox® D95A/110/125 Copier/Printer delivers a portfolio of the industry's most innovative features and capabilities. You'll get a simple workflow with an easy-to-use touch screen, FreeFlow® integration, excellent features and a small footprint.



270. The movable display device of the accused Xerox products can be positioned in a range of positions relative to the structure of the printer so a user can view the display device from different locations around the printer.

271. Xerox thus infringed at least claims 1, 2, 3, 4, 5, 7, and 10 of the '090 Patent by using (including its own testing) the accused Xerox products in the United States.

272. Xerox's activities were without authority of license under the '090 Patent.

273. Xerox's users, customers, agents and/or other third parties (collectively, "third-party infringers") infringed and continue to infringe, including under 35 U.S.C. § 271(a), at least claims 1, 2, 3, 4, 5, 7, and 10 of the '090 Patent by using the accused Xerox products.

274. Xerox has, since at least no later than April 2, 2019, known or been willfully blind to the fact that third-party infringers' use of the accused Xerox products directly infringed the '090 Patent.

275. Xerox's knowledge of the '090 Patent, which covered operating the accused Xerox products in their intended manner such that all limitations of at least claims 1, 2, 3, 4, 5, 7, and 10 of the '090 Patent were met, made it known to Xerox that the third-party infringers' acts directly infringed the '090 Patent, or, at the very least, rendered Xerox willfully blind to such infringement.

276. Having known or been willfully blind to the fact that the third-party infringers' use of the Accused Infringing Devices in their intended manner such that all limitations of at least claims 1, 2, 3, 4, 5, 7, and 10 of the '090 Patent were met directly infringed the '090 Patent, Xerox actively encouraged the third-party infringers to directly infringe the '090 Patent by making, using, testing, selling, offering for sale, importing and/or licensing the accused Xerox products, and by, for example: marketing them to the third-party infringers; supporting and managing the third-party infringers' use; and providing technical assistance to the third-party infringers during their continued use of the accused Xerox products by, for example, publishing instructional information directing third-party infringers how to make and use the infringing products to infringe claims 1, 2, 3, 4, 5, 7, and 10 of the '090 Patent:

277. Xerox induced the third-party infringers to infringe at least claims 1, 2, 3, 4, 5, 7, and 10 of the '090 Patent by directing or encouraging them to operate the infringing products that satisfy all limitations of the asserted claims of the '090 Patent.

278. For example, Xerox advertised and promoted the features of the infringing products, including the rotatably adjustable display interface and display device that can be positioned relative to the printer, and encouraged the third-party infringers to operate them in an infringing manner. Xerox further provided

technical assistance as to how the infringing products should be used by the third-party infringers by, for example, publishing instructional information directing third-party infringers how to make and use the accused Xerox products to infringe claims 1, 2, 3, 4, 5, 7, and 10 of the '090 Patent:

279. In response, the third-party infringers acquired and operated the accused Xerox products such that all limitations of the asserted claims of '090 Patent were practiced.

280. Xerox specifically intended to induce, and did induce, the third-party infringers to infringe at least claims 1, 2, 3, 4, 5, 7, and 10 of the '090 Patent, and Xerox knew of or was willfully blind to such infringement. Xerox advised, encouraged, and/or aided the third-party infringers to engage in direct infringement, including through its encouragement, advice, and assistance to the third-party infringers to use the infringing Xerox products.

281. Based upon, among other things, the foregoing facts, Xerox induced infringement under 35 U.S.C. § 271(b) of at least claims 1, 2, 3, 4, 5, 7, and 10 of the '090 Patent.

282. Upon information and belief, Xerox knew that the accused Xerox products are made and operate in a manner that satisfies all limitations of at least claims 1, 2, 3, 4, 5, 7, and 10 of the '090 Patent.

283. Xerox's acts of infringement of the '090 Patent were willful and

intentional under the standard of *Halo Elecs., Inc. v. Pulse Elecs., Inc*., 136 S. Ct. 1923 (2016). Since at least April 2, 2019, Xerox willfully infringed the '090 Patent by refusing to take a license. Instead of taking a license to the '090 Patent, Xerox made the business decision to "efficiently infringe" the '090 Patent. In doing so, Xerox willfully infringed the '090 Patent.

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

NOTICE

285. MPV does not currently distribute, sell, offer for sale, or make products embodying the Asserted Patents.

286. Xerox has had notice of infringement of the '336, '890, '966, and '090 patents since at least as early as April 2019.

NOTICE OF REQUIREMENT OF LITIGATION HOLD

287. Xerox is hereby notified it is legally obligated to locate, preserve, and maintain all records, notes, drawings, documents, data, communications, materials, electronic recordings, audio/video/photographic recordings, and digital files, including edited and unedited or "raw" source material, and other information and

tangible things that Xerox knows, or reasonably should know, may be relevant to actual or potential claims, counterclaims, defenses, and/or damages by any party or potential party in this lawsuit, whether created or residing in hard copy form or in the form of electronically stored information (hereafter collectively referred to as "Potential Evidence").

288. As used above, the phrase "electronically stored information" includes without limitation: computer files (and file fragments), e-mail (both sent and received, whether internally or externally), information concerning e-mail (including but not limited to logs of e-mail history and usage, header information, and deleted but recoverable e-mails), text files (including drafts, revisions, and active or deleted word processing documents), instant messages, audio recordings and files, video footage and files, audio files, photographic footage and files, spreadsheets, databases, calendars, telephone logs, contact manager information, internet usage files, and all other information created, received, or maintained on any and all electronic and/or digital forms, sources and media, including, without limitation, any and all hard disks, removable media, peripheral computer or electronic storage devices, laptop computers, mobile phones, personal data assistant devices, Blackberry devices, iPhones, video cameras and still cameras, and any and all other locations where electronic data is stored. These sources may also include any personal electronic, digital, and storage devices of any and all of

Xerox's agents, resellers, or employees if Xerox's electronically stored information resides there.

289. Xerox is hereby further notified and forewarned that any alteration, destruction, negligent loss, or unavailability, by act or omission, of any Potential Evidence may result in damages or a legal presumption by the Court and/or jury that the Potential Evidence is not favorable to Xerox's claims and/or defenses. To avoid such a result, Xerox's preservation duties include, but are not limited to, the requirement that Xerox immediately notify its agents and employees to halt and/or supervise the auto-delete functions of Xerox's electronic systems and refrain from deleting Potential Evidence, either manually or through a policy of periodic deletion.

JURY DEMAND

MPV hereby demands a trial by jury on all claims, issues and damages so triable.

PRAYER FOR RELIEF

MPV prays for the following relief:

a. That Xerox be summoned to appear and answer;

b. That the Court enter an order declaring that Xerox has infringed each of the Asserted Patents.

c. That the Court grant MPV judgment against Xerox for all actual, consequential, special, punitive, increased, and/or statutory damages, including, if necessary, an accounting of all damages; pre

and post-judgment interest as allowed by law; and reasonable attorney's fees, costs, and expenses incurred in this action;

d. That Xerox be found to have willfully infringed the Asserted Patents; and

e. That MPV be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: September 1, 2021

Respectfully submitted,

CONNOR KUDLAC LEE PLLC

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