

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE**

FLEXIWORLD TECHNOLOGIES, INC.,

Plaintiff,

v.

BROTHER INDUSTRIES (U.S.A.), INC.,

Defendant.

Case No.

Patent Case

Jury Trial Demanded

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Flexiworld Technologies, Inc., files this Original Complaint for patent infringement against Brother Industries (U.S.A.), Inc. alleging as follows:

NATURE OF THE SUIT

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. This case asserts infringement of United States Patent Nos. 9,036,181 (“the ’181 Patent”), 10,140,071 (“the ’071 Patent”), and 10,873,856 (“the ’856 Patent”) (collectively, the “Patents-in-Suit”).

THE PARTIES

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

3. Defendant **Brother Industries (U.S.A.), Inc. (“Brother”)** is a Delaware corporation with a regular and established place of business located at 7819 North Brother Boulevard, Bartlett, Tennessee 38133. Brother can be served through its registered agent (Corporation Service Company) at 2908 Poston Avenue, Nashville, Tennessee 37203.

JURISDICTION AND VENUE

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

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

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

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

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

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

9. On information and belief, Brother has committed acts of infringement in this District and has one or more regular and established places of business within this District under the language of 28 U.S.C. § 1400(b). Brother maintains a permanent physical presence within the Western District of Tennessee, conducting business from at least its location at 7819 North Brother Boulevard, Bartlett, Tennessee 38133. Thus, venue is proper in this District with respect to Brother under 28 U.S.C. § 1400(b).

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

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

FLEXIWORLD AND THE PATENTS-IN-SUIT

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

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

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

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

16. Flexiworld's innovative work and results have been widely recognized in the industry. The company's patents have been repeatedly forward cited by major technology companies worldwide, including by Brother Kogyo Kabushiki Kaisha.

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

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

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

The '181 Patent

20. The '181 Patent, entitled "Wireless Printing Device For Printing Digital Content Received Via Wireless Communication Compatible, At Least Partly, With IEEE 802.11 or Bluetooth," duly and legally issued on May 19, 2015, from U.S. Patent Application No. 12/764,015, filed on April 20, 2010, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '181 Patent is attached hereto as **Exhibit 1** and is incorporated by reference.

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

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

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

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

The '071 Patent

25. The '071 Patent, entitled "Printers, Printer Controllers, Printer Software, or Printer Firmware for Supporting Wireless Printing or Printing Over Air," duly and legally issued on November 27, 2018, from U.S. Patent Application No. 15/332,432, filed on October 24, 2016, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '071 Patent is attached hereto as **Exhibit 2** and is incorporated by reference.

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

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

28. An assignment of the '071 Patent from inventors Chang and Liu to Flexiworld is at the PTO at Reel/Frame 042385/0202.

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

The '856 Patent

30. The '856 Patent, entitled "Printing Devices Supporting Printing Over Air or Printing Over A Wireless Network," duly and legally issued on December 22, 2020, from U.S. Patent Application No. 15/713,546, filed on September 22, 2017, naming William Ho Chang and Christina Ying Liu as the inventors. A true and correct copy of the '856 Patent is attached hereto as **Exhibit 3** and is incorporated by reference.

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

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

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

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

GENERAL ALLEGATIONS

35. Brother has not obtained a license to any of the Patents-in-Suit.

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

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

38. Brother has infringed (literally and/or under the doctrine of equivalents), directly, indirectly, and/or through subsidiaries, agents, representatives, or intermediaries, one or more claims of each of the Patents-in-Suit by making, using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States wireless printers that infringe at least one claim of one or more of the Patents-in-Suit, including but not limited to Brother's MFC, HL, RHL, DCP, DS, and ADS series wireless printers ("**the Accused Products**").

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

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

41. By receiving such notice of infringement, Brother obtained a subjective belief that there is a high probability that the Accused Products infringe the Patents-in-Suit. Despite being put on notice of infringement, on information and belief Brother has not taken any actions to avoid the conduct alleged to infringe, has not responded to Flexiworld's notice letter to offer any

assertion as to why the Accused Products do not infringe the Patents-in-Suit, and has not sought to remedy its infringements by offering to take a license. Brother's failure to act reflects deliberate actions to avoid learning that the Accused Products infringe the Patents-in-Suit and, more generally, a policy of not earnestly reviewing and respecting the intellectual property of others.

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

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

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

45. Flexiworld has been damaged as a result of Brother's infringing conduct. Brother is therefore liable to Flexiworld in an amount that adequately compensates Flexiworld for Brother's infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

46. In addition, for the reasons discussed herein, Brother's infringing activities detailed in this Complaint and **Exhibits 4-6** have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages

under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

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

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

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

50. For each count of infringement listed below, Flexiworld incorporates and re-states the allegations contained in the preceding paragraphs above, including these General Allegations, as if fully set forth in each count of infringement.

COUNT I – INFRINGEMENT OF THE '181 PATENT

51. Flexiworld incorporates herein the allegations made in paragraphs 1 through 50.

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

53. An exemplary claim chart demonstrating Brother's infringement of the '181 Patent, as well as Brother's customers' infringement of the '181 Patent, which is induced by Brother, is attached as **Exhibit 4** and incorporated herein by reference.

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

55. Brother had knowledge of the '181 Patent and of its infringement of the '181 Patent through at least Flexiworld's July 23, 2021 notice letters and October 29, 2021 supplemental notice letter to Brother.

56. Despite Brother's knowledge of the '181 Patent and of its infringement of the '181 Patent, Brother has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '181 Patent.

57. On information and belief, Brother's actions represented a specific intent to induce infringement of at least claim 1 of the '181 Patent. For example, Brother offered its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '181 Patent via at least their use of the Accused Products. *See, e.g.,* <https://www.brother-usa.com/brother-support>; *see also* **Exhibit 4** and materials cited therein.

58. As a result of Brother's infringement of the '181 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

59. In addition, Brother's infringing activities detailed in this Complaint and **Exhibit 4** have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying

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

COUNT II – INFRINGEMENT OF THE '071 PATENT

60. Flexiworld incorporates herein the allegations made in paragraphs 1 through 50.

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

62. An exemplary claim chart demonstrating Brother's infringement of the '071 Patent, as well as Brother's customers' infringement of the '000 Patent, which is induced by Brother, is attached as **Exhibit 5** and incorporated herein by reference.

63. Additionally, on information and belief, Brother has indirectly infringed the '071 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase and/or download the Accused Products and/or by instructing customers how to use the Accused Products in a way that directly infringes at least claim 1 of the '071 Patent.

64. Brother had knowledge of the '071 Patent and of its infringement of the '071 Patent through at least Flexiworld's July 23, 2021 notice letters and October 29, 2021 supplemental notice letter to Brother.

65. Despite Brother's knowledge of the '071 Patent and of its infringement of the '071 Patent, Brother has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '071 Patent.

66. On information and belief, Brother's actions represented a specific intent to induce infringement of at least claim 1 of the '071 Patent. For example, Brother offered its customers

extensive customer support and instructions that instructed and encouraged its customers to infringe the '071 Patent via at least their use of the Accused Products. *See, e.g.,* <https://www.brother-usa.com/brother-support>; *see also* **Exhibit 5** and materials cited therein.

67. As a result of Brother's infringement of the '071 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

68. In addition, Brother's infringing activities detailed in this Complaint and **Exhibit 5** have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

COUNT III – INFRINGEMENT OF THE '856 PATENT

69. Flexiworld incorporates herein the allegations made in paragraphs 1 through 50.

70. Brother has directly infringed one or more claims of the '856 Patent, including, for example, claim 17, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Products.

71. An exemplary claim chart demonstrating Brother's infringement of the '856 Patent, as well as Brother's customers' infringement of the '856 Patent, which is induced by Brother, is attached as **Exhibit 6** and incorporated herein by reference.

72. Additionally, on information and belief, Brother has indirectly infringed the '856 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Products and/or by instructing customers how to use the Accused Products in a way that directly infringes at least claim 17 of the '856 Patent.

73. Brother has knowledge of the '856 Patent and of its infringement of the '856 Patent through at least Flexiworld's July 23, 2021 notice letters and October 29, 2021 supplemental notice letter to Brother.

74. Despite Brother's knowledge of the '856 Patent and of its infringement of the '856 Patent, Brother has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '856 Patent.

75. On information and belief, Brother's actions represented a specific intent to induce infringement of at least claim 17 of the '856 Patent. For example, Brother offers its customers extensive customer support and instructions that instructed and encouraged its customers to infringe the '856 Patent via at least their use of the Accused Products. *See, e.g.,* <https://www.brother-usa.com/brother-support>; *see also* **Exhibit 6** and materials cited therein.

76. As a result of Brother's infringement of the '856 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

77. In addition, Brother's infringing activities detailed in this Complaint and **Exhibit 6** have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

DEMAND FOR A JURY TRIAL

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

PRAYER FOR RELIEF

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

- a. A judgment that Brother has directly and/or indirectly infringed one or more claims of each of the Patents-in-Suit;
- b. A judgment and order requiring Brother to pay Flexiworld past damages under 35 U.S.C. § 284;
- c. A judgment and order that Brother has willfully infringed the Patents-in-Suit and requiring Brother to pay Flexiworld enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285;
- d. A judgment and order requiring Brother to pay Flexiworld pre-judgment and post-judgment interest on the damages award;
- e. A judgment and order requiring Brother to pay Flexiworld's costs; and
- f. Such other and further relief as the Court may deem just and proper.

Dated: April 15, 2022

Respectfully submitted,

s/ William E. Routt, III

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