

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

SURPASS TECH INNOVATION LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 1:14-cv-00338-LPS
	)	
SHARP CORPORATION; SHARP	)	JURY TRIAL DEMANDED
ELECTRONICS CORPORATION; SHARP	)	
ELECTRONICS MANUFACTURING	)	
COMPANY OF AMERICA, INC.; SAMSUNG	)	
ELECTRONICS CO., LTD.; SAMSUNG	)	
ELECTRONICS AMERICA, INC.; SONY	)	
CORPORATION; SONY ELECTRONICS	)	
INC.; SONY CORPORATION OF AMERICA;	)	
VIZIO, INC., a Delaware corporation; and	)	
VIZIO, INC., a California corporation,	)	
	)	
Defendants.	)	
	)	

**SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Surpass Tech Innovation LLC (“Plaintiff” or “Surpass Tech”), by and through its undersigned attorneys, hereby pleads the following claims of patent infringement against Sharp Corporation; Sharp Electronics Corporation; Sharp Electronics Manufacturing Company of America, Inc. (collectively, “Sharp”); Samsung Electronics Co., Ltd.; Samsung Electronics America, Inc. (collectively, “Samsung Electronics”); Sony Corporation; Sony Electronics Inc.; Sony Corporation of America (collectively, “Sony”); Vizio, Inc., a Delaware corporation; and Vizio, Inc., a California corporation (collectively, “Vizio”); and alleges as follows:

**PARTIES**

1. Plaintiff Surpass Tech is a Delaware limited liability company having an address at 3422 Old Capitol Trail, Suite 700, Wilmington, Delaware 19808-6192. Surpass Tech owns all

title, rights and interest to United States Patent No. 7,202,843 (the “843 Patent”) and United States Patent No. 7,420,550 (the “550 Patent”).

2. Upon information and belief, Defendant Sharp Corporation is a Japanese corporation having its principal place of business at 22-22 Nagaike-cho, Abeno-ku, Osaka 545-8522, Japan. Sharp Corporation may be served with process under the Delaware long arm statute, 10 *Del. C.* § 3104.

3. Upon information and belief, Defendant Sharp Electronics Corporation is a New York corporation having its principal place of business at 1 Sharp Plaza, Mahwah, New Jersey 07495-1163. Defendant Sharp Electronics Corporation can be served via its registered agent, C T Corporation System, 111 Eighth Avenue, New York, NY 10011.

4. Upon information and belief, Defendant Sharp Electronics Manufacturing Company of America, Inc. is a California corporation having its principal place of business at 1 Sharp Plaza, Mahwah, New Jersey 07495-1163. Defendant Sharp Electronics Manufacturing Company of America, Inc. can be served via its registered agent, C T Corporation System, 818 W. Seventh Street, Los Angeles, CA 90017.

5. Upon information and belief, Defendant Samsung Electronics Co., Ltd. is a Korean corporation having its principal place of business at San #24 Nongseo-dong, Giheung-gu, Yongin-City, Gyeonggi-do, Korea 446-711. Samsung Electronics Co., Ltd. may be served with process under the Delaware long arm statute, 10 *Del. C.* § 3104.

6. Upon information and belief, Defendant Samsung Electronics America, Inc. is a New York corporation having its principal place of business at 85 Challenger Road, Ridgefield Park, New Jersey 07660. Defendant Samsung Electronics America, Inc. can be served via its registered agent, C T Corporation System, 111 Eighth Avenue, New York, NY 10011.

7. Upon information and belief, Defendant Sony Corporation is a Japanese corporation having its principal place of business at 1-7-1, Konan, Minato-ku, Tokyo 108-0075, Japan. Sony Corporation may be served with process under the Delaware long arm statute, 10 *Del. C.* § 3104.

8. Upon information and belief, Defendant Sony Electronics Inc. is a Delaware corporation having its principal place of business at 16530 Via Esprillo, San Diego, California 92127. Defendant Sony Electronics, Inc. can be served via its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

9. Upon information and belief, Defendant Sony Corporation of America is a New York corporation having its principal place of business at 550 Madison Ave., 27<sup>th</sup> Floor, New York, New York 10022. Defendant Sony Corporation of America can be served via its registered agent, Corporation Service Company, 80 State Street, Albany, NY 12207.

10. Upon information and belief, Defendant Vizio, Inc. (“Vizio Delaware”) is a company incorporated in Delaware with offices at 39 Tesla, Irvine, California 92618. Upon information and belief, Vizio Delaware may be served with process by serving its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

11. Upon information and belief, Defendant Vizio, Inc. (“Vizio California”) is a company incorporated in California with offices at 39 Tesla, Irvine, California 92618. Upon information and belief, Vizio California may be served with process by serving its registered agent, CT Corporation System, 818 W. Seventh Street, Los Angeles, California 90017. Vizio Delaware and Vizio California are collectively referred to herein as “Vizio.”

## **JURISDICTION AND VENUE**

12. This is an action for patent infringement arising under the patent laws of the United States of America, Title 35 of the United States Code. This Court has subject matter jurisdiction over the matters plead herein under 28 U.S.C. §§ 1331 and 1338(a) in that this is a civil action arising out of the patent laws of the United States of America.

13. Sharp, Samsung Electronics, Sony and Vizio (collectively, “Defendants”) regularly and deliberately engaged in and continue to engage in activities that result in using, selling, offering for sale, and/or importing infringing products in and/or into the State of Delaware and this judicial district. These activities violate Surpass Tech’s rights under the ’843 and ’550 Patents plead herein. This Court has personal jurisdiction over the Defendants because, among other things, Defendants conduct business in the State of Delaware and in this judicial district and thus enjoy the privileges and protections of Delaware law.

14. Venue is proper in the District of Delaware pursuant to 28 U.S.C. §§ 1391(b), (c) and (d) and 1400(b).

**COUNT I**  
**INFRINGEMENT OF U.S. PATENT NO. 7,202,843**

15. Plaintiff incorporates Paragraphs 1 through 14 herein by reference as if fully stated herein.

16. The ’843 Patent, entitled “Driving Circuit of A Liquid Crystal Display Panel and Related Driving Method,” issued on April 10, 2007. The ’843 Patent names Yung-Hung Shen, Shih-Chung Wang, Yuh-Ren Shen and Cheng-Jung Chen as inventors. Surpass Tech owns by assignment the entire right, title and interest in and to the ’843 Patent, including the sole right to sue for past and present patent infringement thereof. A true and correct copy of the ’843 Patent is attached hereto as Exhibit A.

17. Several of Samsung Electronics', Sony's, Vizio's, and Sharp's products, including but not limited to Samsung Electronics' UN60ES8000F television having Sharp's LK600D3Lxxx liquid crystal display ("LCD") module, Sony's KDL-40NX800 television having Sharp's LK400D3LA8S LCD module, Vizio's M601D-A3R television having Sharp's JE600D3LC4N LCD module, Vizio's M701D-A3 television having Sharp's JE695D3LB3N LCD module, and Sharp's LC-70LE735U television having Sharp's LK695D3GW20R LCD module practice claims of the '843 Patent. Surpass Tech believes, and further alleges, that additional Sharp LCD modules, Samsung Electronics televisions having Sharp LCD modules, Sony televisions having Sharp LCD modules, Vizio televisions having Sharp LCD modules, and Sharp televisions having Sharp LCD modules also practice one or more claims of the '843 Patent (products covered by this paragraph are collectively referred to as "Accused '843 Products"). Defendants have directly infringed, and continue to directly infringe, the '843 Patent by making, using, offering to sell, or selling within the United States, or importing into the United States, the Accused '843 Products that practice claims of the '843 Patent.

18. Surpass Tech believes, and thereon alleges, that Sharp has sold and offered to sell and is selling and offering to sell infringing LCD modules for use in infringing televisions, and that these LCD modules are material to practicing the '843 Patent's invention, have no substantial non-infringing uses, and are known by Defendants to be especially made or especially adapted for use in what constitutes infringement of the '843 Patent. At least as early as February 25, 2014, Sharp had actual knowledge of the '843 Patent and Plaintiff's claims that Sharp's LCD modules are covered by the '843 Patent. Sharp is contributing to the acts of using, offering to sell, and/or selling in the United States and/or importing into the United States the infringing Accused '843 Products by Defendants by intentionally supplying such material components to

Defendants with such knowledge of the '843 Patent.

19. Surpass Tech believes, and thereon alleges, that Defendants have and continue to indirectly infringe claims of the '843 Patent by inducing others (e.g., manufacturers, sellers, and end-user customers) to directly infringe in violation of 35 U.S.C. § 271(b) since at least March 10, 2014 for Sharp, Samsung Electronics and Sony and since at least May 6, 2014 for Vizio.

20. Surpass Tech believes, and thereon alleges, that at least since February 25, 2014, Sharp has induced and is inducing the infringement of at least claim 1 of the '843 Patent by Defendants Samsung Electronics Co., Ltd. and Sony Corporation (collectively, "Defendant Foreign Manufacturers"), Defendants Vizio, Samsung Electronics America, Inc., Sony Electronics Inc., and Sony Corporation of America (collectively, the "Defendant U.S. Companies"), retailers, and end-user customers with the knowledge and intent that the induced acts constitute patent infringement. Upon information and belief, at least as early as February 25, 2014, Sharp had actual knowledge of the '843 Patent and Plaintiff's claims that Sharp's LCD modules are covered by the '843 Patent. Upon information and belief, Sharp has taken, and is taking, active steps with the intent to encourage and facilitate direct infringement by Defendant Foreign Manufacturers and Defendant U.S. Companies by providing modules which contain every element of at least claim 1 of the '843 Patent to Defendant Foreign Manufacturers and Defendant U.S. Companies, and by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support promoting use of the products containing the modules, which by their very use infringe at least claim 1 of the '843 Patent. Upon information and belief, Sharp's actions are made with the intent, at least through willful blindness, that Defendant Foreign Manufacturers and Defendant U.S. Companies would directly infringe by manufacturing and/or selling televisions containing Sharp's modules

which, as provided, practice at least claim 1 of the '843 Patent. The reasonable inference to be drawn from Sharp's provision of these modules to Defendant Foreign Manufacturers and Defendant U.S. Companies is that Sharp intends, knows, or is willfully blind to the fact that Sharp is actively inducing Defendant Foreign Manufacturers and Defendant U.S. Companies to infringe at least claim 1 of the '843 Patent. Upon information and belief, Sharp intends that the Defendant Foreign Manufacturers and Defendant U.S. Companies sell televisions containing Sharp's modules that practice at least claim 1 of the '843 Patent to retailers who in turn sell the televisions to end-user customers. Upon information and belief, Sharp intends that the retailers directly infringe by selling these televisions. Upon information and belief, and also common sense, Sharp also intends that the end-user customers are using the televisions. As such, another reasonable inference to be drawn is that Sharp is taking active steps to encourage and facilitate direct infringement by end-user customers by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support to end-user customers and by placing into the retail stream its modules containing every element of at least claim 1 of the '843 Patent with the intent, knowledge, or willful blindness to the fact that end-user customers are using the televisions containing the modules, which use constitutes direct infringement of at least claim 1 of the '843 Patent.

21. Surpass Tech believes, and thereon alleges, that since at least March 10, 2014 for Samsung Electronics America, Inc., Sony Electronics Inc., and Sony Corporation of America and since at least May 6, 2014 for Vizio, Defendant U.S. Companies have induced and are inducing the infringement of at least claim 1 of the '843 Patent by retailers and end-user customers with the knowledge and intent that the induced acts constitute patent infringement. Upon information and belief, at least as early as March 10, 2014 for Samsung Electronics

America, Inc., Sony Electronics Inc., and Sony Corporation of America and at least as early as May 6, 2014 for Vizio, Defendant U.S. Companies had actual knowledge of the '843 Patent and Plaintiff's claims that Defendant U.S. Companies' products are covered by the '843 Patent. Upon information and belief, Defendant U.S. Companies have taken, and are taking, active steps with the intent to encourage and facilitate direct infringement by retailers by selling the televisions to end-user customers, and by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support promoting use of the televisions containing the modules, which by their very use infringe at least claim 1 of the '843 Patent. Upon information and belief, Defendant U.S. Companies intend that the retailers directly infringe by selling these televisions. Upon information and belief, and also common sense, Defendant U.S. Companies also intend that the end-user customers are using the televisions. As such, a reasonable inference to be drawn is that Defendant U.S. Companies are taking active steps to encourage and facilitate direct infringement by end-user customers by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support to end-user customers and by placing into the retail stream Sharp's modules containing every element of at least claim 1 of the '843 Patent with the intent, knowledge, or willful blindness to the fact that end-user customers are using the televisions containing the modules, which use constitutes direct infringement of at least claim 1 of the '843 Patent.

22. Surpass Tech believes, and thereon alleges, that since at least March 10, 2014, Defendant Foreign Manufacturers have induced and are inducing the infringement of at least claim 1 of the '843 Patent by Defendant U.S. Companies, retailers, and end-user customers with the knowledge and intent that the induced acts constitute patent infringement. Upon information

and belief, at least as early as March 10, 2014, Defendant Foreign Manufacturers had actual knowledge of the '843 Patent and Plaintiff's claims that Defendant Foreign Manufacturers' products are covered by the '843 Patent. Upon information and belief, Defendant Foreign Manufacturers have taken, and are taking, active steps with the intent to encourage and facilitate direct infringement by Defendant U.S. Companies by providing Defendant U.S. Companies with televisions containing Sharp's modules which contain every element of at least claim 1 of the '843 Patent, and by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support use of the televisions containing the modules, which by their very use infringe at least claim 1 of the '843 Patent. Defendant Foreign Manufacturers provide these televisions to Defendant U.S. Companies, with the intent, knowledge, or willful blindness to the fact that Defendant U.S. Companies would sell, have sold, and are selling, televisions containing Sharp's modules that practice at least claim 1 of the '843 Patent, which selling constitutes direct infringement of at least claim 1 of the '843 Patent. The reasonable inference to be drawn from Defendant Foreign Manufacturers' provision of these televisions to Defendant U.S. Companies is that Defendant Foreign Manufacturers intend, know, or are willfully blind to the fact that they are actively inducing Defendant U.S. Companies to infringe at least claim 1 of the '843 Patent. Upon information and belief, the Defendant U.S. Companies in turn are selling televisions containing Sharp's modules that practice at least claim 1 of the '843 Patent to retailers, with the intent to encourage and facilitate direct infringement by retailers by selling the televisions to end-user customers. Upon information and belief, Defendant Foreign Manufacturers intend that the retailers directly infringe by selling these televisions. Upon information and belief, and also common sense, Defendant Foreign Manufacturers also intend that the end-user customers use the televisions. As

such, another reasonable inference to be drawn is that Defendant Foreign Manufacturers are taking active steps to encourage and facilitate direct infringement by end-user customers by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support to end-user customers and by placing into the retail stream Sharp's modules containing every element of at least claim 1 of the '843 Patent with the intent, knowledge, or willful blindness to the fact that end-user customers are using the televisions containing the modules, which use constitutes direct infringement of the '843 Patent.

23. Surpass Tech believes, and thereon alleges, that at least since February 25, 2014, Sharp has induced and is inducing the infringement of at least claims 4, 8, and 9 of the '843 Patent by end-user customers with the knowledge that the induced acts constitute patent infringement. Upon information and belief, at least as early as February 25, 2014, Sharp had actual knowledge of the '843 Patent and Plaintiff's claims that Sharp's LCD modules are covered by the '843 Patent. Upon information and belief, Sharp has taken, and is taking, active steps with the intent to encourage and facilitate direct infringement by end-user customers by providing modules which contain every element of at least claims 4, 8, and 9 of the '843 Patent, and by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support promoting use of the products containing the modules, which by their very use infringe at least claims 4, 8, and 9 of the '843 Patent. Upon information and belief, Sharp intends that the Defendant U.S. Companies sell televisions containing Sharp's modules that practice at least claims 4, 8, and 9 of the '843 Patent to retailers who in turn sell the televisions to end-user customers. Upon information and belief, and also common sense, Sharp intends that the end-user customers are using the televisions. As such, a

reasonable inference to be drawn is that Sharp is taking active steps to encourage and facilitate direct infringement by end-user customers by placing into the retail stream its modules containing every element of at least claims 4, 8, and 9 of the '843 Patent with the intent, knowledge, or willful blindness to the fact that end-user customers are using the televisions containing the modules, which use constitutes direct infringement of the '843 Patent.

24. Surpass Tech believes, and thereon alleges, that since at least March 10, 2014 for Samsung Electronics America, Inc., Sony Electronics Inc., and Sony Corporation of America and since at least May 6, 2014 for Vizio, Defendant U.S. Companies have induced and are inducing the infringement of at least claims 4, 8, and 9 of the '843 Patent by end-user customers with the knowledge and intent that the induced acts constitute patent infringement. Upon information and belief, at least as early as March 10, 2014 for Samsung Electronics America, Inc., Sony Electronics Inc., and Sony Corporation of America and at least as early as May 6, 2014 for Vizio, Defendant U.S. Companies had actual knowledge of the '843 Patent and Plaintiff's claims that Defendant U.S. Companies' products are covered by the '843 Patent. Upon information and belief, Defendant U.S. Companies have taken, and are taking, active steps with the intent to encourage and facilitate direct infringement by end-user customers by providing modules which contain every element of at least claims 4, 8, and 9 of the '843 Patent, and by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support promoting use of the televisions containing the modules, which by their very use infringe at least claims 4, 8, and 9 of the '843 Patent. Upon information and belief, Defendant U.S. Companies intend that the retailers sell televisions containing Sharp's modules that practice at least claims 4, 8, and 9 of the '843 Patent to end-user customers. Upon information and belief, and also common sense, Defendant U.S.

Companies intend that the end-user customers are using the televisions. As such, a reasonable inference to be drawn is that Defendant U.S. Companies are taking active steps to encourage and facilitate direct infringement by end-user customers by placing into the retail stream Sharp's modules containing every element of at least claims 4, 8, and 9 of the '843 Patent with the intent, knowledge, or willful blindness to the fact that end-user customers are using the televisions containing the modules, which use constitutes direct infringement of the '843 Patent.

25. Surpass Tech believes, and thereon alleges, that since at least March 10, 2014, Defendant Foreign Manufacturers have induced and are inducing the infringement of at least claims 4, 8, and 9 of the '843 Patent by end-user customers with the knowledge and intent that the induced acts constitute patent infringement. Upon information and belief, at least as early as March 10, 2014, Defendant Foreign Manufacturers had actual knowledge of the '843 Patent and Plaintiff's claims that Defendant Foreign Manufacturers' products are covered by the '843 Patent. Upon information and belief, Defendant Foreign Manufacturers have taken, and are taking, active steps with the intent to encourage and facilitate direct infringement by end-user customers by providing modules which contain every element of at least claims 4, 8, and 9 of the '843 Patent, and by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support promoting use of the televisions containing the modules, which by their very use infringe at least claims 4, 8, and 9 of the '843 Patent. Upon information and belief, Defendant Foreign Manufacturers intend that the Defendant U.S. Companies sell televisions containing Sharp's modules that practice at least claims 4, 8, and 9 of the '843 Patent to retailers who in turn sell the televisions to end-user customers. Upon information and belief, and also common sense, Defendant Foreign Manufacturers intend that the end-user customers are using the televisions. As such, a

reasonable inference to be drawn is that Defendant Foreign Manufacturers are taking active steps to encourage and facilitate direct infringement by end-user customers by placing into the retail stream Sharp's modules containing every element of at least claims 4, 8, and 9 of the '843 Patent with the intent, knowledge, or willful blindness to the fact that end-user customers are using the televisions containing the modules, which use constitutes direct infringement of the '843 Patent.

26. Surpass Tech believes, and thereon alleges, that any applicable requirements of 35 U.S.C. § 287 have been satisfied.

27. Surpass Tech believes, and thereon alleges, that Sharp, Samsung Electronics, Sony and Vizio have each infringed, and continue to infringe, claims of the '843 Patent, in violation of 35 U.S.C. § 271, by among other things, making, using, offering to sell, selling and/or importing in and/or into the United States, without authority or license from Surpass Tech, the Accused '843 Products falling within the scope of claims of the '843 Patent.

28. Sharp's, Samsung Electronics', Sony's and Vizio's acts of infringement have caused and will continue to cause substantial and irreparable damage to Surpass Tech.

29. As a result of the infringement of the '843 Patent by Sharp, Samsung Electronics, Sony and Vizio, Surpass Tech has been damaged. Surpass Tech is, therefore, entitled to such damages pursuant to 35 U.S.C. § 284 in an amount that presently cannot be pled but that will be determined at trial.

30. At least as early as March 10, 2014 Samsung Electronics, Sony and Sharp had actual knowledge of the '843 Patent and Plaintiff's claims that Sharp's LCD modules, Samsung Electronics' televisions containing Sharp's LCD modules, Sony's televisions containing Sharp's LCD modules, and Sharp's televisions containing Sharp's LCD modules are covered by the '843 Patent. At least as early as May 6, 2014, Vizio had actual knowledge of the '843 Patent and

Plaintiff's claims that Sharp's LCD modules and Vizio's televisions containing Sharp's LCD modules are covered by the '843 Patent. Upon information and belief, Samsung Electronics', Sony's, Vizio's and Sharp's acts of infringement of the '843 Patent have been willful and intentional. Since at least the above-mentioned date of notice, Samsung Electronics, Sony, Vizio and Sharp have acted with an objectively high likelihood that their actions constitute infringement of the '843 Patent by refusing to take a license and continuing to make and sell infringing Accused '843 Products. The objectively-defined risk was either known or was so obvious that it should have been known.

**COUNT II**  
**INFRINGEMENT OF U.S. PATENT NO. 7,420,550**

31. Plaintiff incorporates Paragraphs 1 through 30 herein by reference as if fully stated herein.

32. The '550 Patent, entitled "Liquid Crystal Display Driving Device of Matrix Structure Type and Its Driving Method," issued on September 2, 2008. The '550 Patent names Yuh-Ren Shen, Cheng-Jung Chen, and Chun-Chi Chen as inventors. Surpass Tech owns by assignment the entire right, title and interest in and to the '550 Patent, including the sole right to sue for past and present patent infringement thereof. A true and correct copy of the '550 Patent is attached hereto as Exhibit B.

33. Several of Samsung Electronics', Sony's, Vizio's and Sharp's products, including but not limited to Samsung Electronics' UN60ES8000F television having Sharp's LK600D3Lxxx liquid crystal display ("LCD") module, Sony's KDL-40NX800 television having Sharp's LK400D3LA8S LCD module, Vizio's M601D-A3R television having Sharp's JE600D3LC4N LCD module, Vizio's M701D-A3 television having Sharp's JE695D3LB3N

LCD module, and Sharp's LC-70LE735U television having Sharp's LK695D3GW20R LCD module practice claims of the '550 Patent. Surpass Tech believes, and further alleges, that additional Sharp LCD modules, Samsung Electronics televisions having Sharp LCD modules, Sony televisions having Sharp LCD modules, Vizio televisions having Sharp LCD modules, and Sharp televisions having Sharp LCD modules also practice one or more claims of the '550 Patent (products covered by this paragraph are collectively referred to as "Accused '550 Products"). Defendants have directly infringed, and continue to directly infringe, the '550 Patent by making, using, offering to sell, or selling within the United States, or importing into the United States, the Accused '550 Products that practice claims of the '550 Patent.

34. Surpass Tech believes, and thereon alleges, that Sharp has sold and offered to sell and is selling and offering to sell infringing LCD modules for use in infringing televisions, and that these LCD modules are material to practicing the '550 Patent's invention, have no substantial non-infringing uses, and are known by Defendants to be especially made or especially adapted for use in what constitutes infringement of the '550 Patent. At least as early as February 25, 2014, Sharp had actual knowledge of the '550 Patent and Plaintiff's claims that Sharp's LCD modules are covered by the '550 Patent. Sharp is contributing to the acts of using, offering to sell, and/or selling in the United States and/or importing into the United States the infringing Accused '550 Products by Defendants by intentionally supplying such material components to Defendants with such knowledge of the '550 Patent.

35. Surpass Tech believes, and thereon alleges, that Defendants have and continue to indirectly infringe claims of the '550 Patent by inducing others (e.g., manufacturers, sellers, and end-user customers) to directly infringe in violation of 35 U.S.C. § 271(b) since at least March 10, 2014 for Sharp, Samsung Electronics and Sony and since at least May 6, 2014 for Vizio.

36. Surpass Tech believes, and thereon alleges, that since at least February 25, 2014, Sharp has induced and is inducing the infringement of at least claim 1 of the '550 Patent by Defendant Foreign Manufacturers, Defendant U.S. Companies, retailers, and end-user customers with the knowledge and intent that the induced acts constitute patent infringement. Upon information and belief, at least as early as February 25, 2014, Sharp had actual knowledge of the '550 Patent and Plaintiff's claims that Sharp's LCD modules are covered by the '550 Patent. Upon information and belief, Sharp has taken, and is taking, active steps with the intent to encourage and facilitate direct infringement by Defendant Foreign Manufacturers and Defendant U.S. Companies by providing modules which contain every element of at least claim 1 of the '550 Patent to Defendant Foreign Manufacturers and Defendant U.S. Companies, and by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support promoting use of the products containing the modules, which by their very use infringe at least claim 1 of the '550 Patent. Upon information and belief, Sharp's actions are made with the intent, at least through willful blindness, that Defendant Foreign Manufacturers and Defendant U.S. Companies would directly infringe by manufacturing and/or selling televisions containing Sharp's modules which, as provided, practice at least claim 1 of the '550 Patent. The reasonable inference to be drawn from Sharp's provision of these modules to Defendant Foreign Manufacturers and Defendant U.S. Companies is that Sharp intends, knows, or is willfully blind to the fact that Sharp is actively inducing Defendant Foreign Manufacturers and Defendant U.S. Companies to infringe at least claim 1 of the '550 Patent. Upon information and belief, Sharp intends that the Defendant Foreign Manufacturers and Defendant U.S. Companies sell televisions containing Sharp's modules that practice at least claim 1 of the '550 Patent to retailers who in turn sell the

televisions to end-user customers. Upon information and belief, Sharp intends that the retailers directly infringe by selling these televisions. Upon information and belief, and also common sense, Sharp also intends that the end-user customers are using the televisions. As such, another reasonable inference to be drawn is that Sharp is taking active steps to encourage and facilitate direct infringement by end-user customers by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support to end-user customers and by placing into the retail stream its modules containing every element of at least claim 1 of the '550 Patent with the intent, knowledge, or willful blindness to the fact that end-user customers are using the televisions containing the modules, which use constitutes direct infringement of at least claim 1 of the '550 Patent.

37. Surpass Tech believes, and thereon alleges, that since at least February 25, 2014, Sharp has induced and is inducing the infringement of the '550 Patent by Defendant Foreign Manufacturers, Defendant U.S. Companies, retailers and end-user customers with the knowledge and intent that the induced acts constitute patent infringement by advertising benefits of practicing at least claim 1 of the '550 Patent. For example, in advertising Sharp's LC-70LE735U television having Sharp's LK695D3GW20R LCD module, which practices at least claim 1 of the '550 Patent, Sharp states on its website that "AquoMotion 240 virtually eliminates blur and motion artifacts in fast-moving video."<sup>1</sup>

38. Surpass Tech believes, and thereon alleges, that since at least March 10, 2014 for Samsung Electronics America, Inc., Sony Electronics Inc., and Sony Corporation of America and since at least May 6, 2014 for Vizio, Defendant U.S. Companies have induced and are inducing the infringement of at least claim 1 of the '550 Patent by retailers and end-user

---

<sup>1</sup> See <http://www.sharpusa.com/ForHome/HomeEntertainment/LCDTV/Archives/LC70LE735U.aspx>.

customers with the knowledge and intent that the induced acts constitute patent infringement. Upon information and belief, at least as early as March 10, 2014 for Samsung Electronics America, Inc., Sony Electronics Inc., and Sony Corporation of America and at least as early as May 6, 2014 for Vizio, Defendant U.S. Companies had actual knowledge of the '550 Patent and Plaintiff's claims that Defendant U.S. Companies' products are covered by the '550 Patent. Upon information and belief, Defendant U.S. Companies have taken, and are taking, active steps with the intent to encourage and facilitate direct infringement by retailers by selling the televisions to end-user customers, and by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support promoting use of the televisions containing the modules, which by their very use infringe at least claim 1 of the '550 Patent. Upon information and belief, Defendant U.S. Companies intend that the retailers directly infringe by selling these televisions. Upon information and belief, and also common sense, Defendant U.S. Companies also intend that the end-user customers are using the televisions. As such, a reasonable inference to be drawn is that Defendant U.S. Companies are taking active steps to encourage and facilitate direct infringement by end-user customers by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support to end-user customers and by placing into the retail stream Sharp's modules containing every element of at least claim 1 of the '550 Patent with the intent, knowledge, or willful blindness to the fact that end-user customers are using the televisions containing the modules, which use constitutes direct infringement of at least claim 1 of the '550 Patent.

39. Surpass Tech believes, and thereon alleges, that since at least March 10, 2014, Defendant Foreign Manufacturers have induced and are inducing the infringement of at least

claim 1 of the '550 Patent by Defendant U.S. Companies, retailers, and end-user customers with the knowledge and intent that the induced acts constitute patent infringement. Upon information and belief, at least as early as March 10, 2014, Defendant Foreign Manufacturers had actual knowledge of the '550 Patent and Plaintiff's claims that Defendant Foreign Manufacturers' products are covered by the '550 Patent. Upon information and belief, Defendant Foreign Manufacturers have taken, and are taking, active steps with the intent to encourage and facilitate direct infringement by Defendant U.S. Companies by providing Defendant U.S. Companies with televisions containing Sharp's modules which contain every element of at least claim 1 of the '550 Patent, and by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support promoting use of the televisions containing the modules, which by their very use infringe at least claim 1 of the '550 Patent. Defendant Foreign Manufacturers provide these televisions to Defendant U.S. Companies, with the intent, knowledge, or willful blindness to the fact that Defendant U.S. Companies would sell, have sold, and are selling, televisions containing Sharp's modules that practice at least claim 1 of the '550 Patent, which selling constitutes direct infringement of at least claim 1 of the '550 Patent. The reasonable inference to be drawn from Defendant Foreign Manufacturers' provision of these televisions to Defendant U.S. Companies is that Defendant Foreign Manufacturers intend, know, or are willfully blind to the fact that they are actively inducing Defendant U.S. Companies to infringe at least claim 1 of the '550 Patent. Upon information and belief, the Defendant U.S. Companies in turn are selling televisions containing Sharp's modules that practice at least claim 1 of the '550 Patent to retailers, with the intent to encourage and facilitate direct infringement by retailers by selling the televisions to end-user customers. Upon information and belief, Defendant Foreign Manufacturers intend that the

retailers directly infringe by selling these televisions. Upon information and belief, and also common sense, Defendant Foreign Manufacturers also intend that the end-user customers use the televisions. As such, another reasonable inference to be drawn is that Defendant Foreign Manufacturers are taking active steps to encourage and facilitate direct infringement by end-user customers by providing marketing materials, advertising materials, user guides, user manuals, user instructions, technical assistance, and technical support to end-user customers and by placing into the retail stream Sharp's modules containing every element of at least claim 1 of the '550 Patent with the intent, knowledge, or willful blindness to the fact that end-user customers are using the televisions containing the modules, which use constitutes direct infringement of the '550 Patent.

40. Surpass Tech believes, and thereon alleges, that any applicable requirements of 35 U.S.C. § 287 have been satisfied.

41. Surpass Tech believes, and thereon alleges, that Sharp, Samsung Electronics, Sony and Vizio have each infringed, and continue to infringe, claims of the '550 Patent, in violation of 35 U.S.C. § 271, by among other things, making, using, offering to sell, selling and/or importing in and/or into the United States, without authority or license from Surpass Tech, the Accused '550 Products falling within the scope of claims of the '550 Patent.

42. Sharp's, Samsung Electronics', Sony's and Vizio's acts of infringement have caused and will continue to cause substantial and irreparable damage to Surpass Tech.

43. As a result of the infringement of the '550 Patent by Sharp, Samsung Electronics, Sony and Vizio, Surpass Tech has been damaged. Surpass Tech is, therefore, entitled to such damages pursuant to 35 U.S.C. § 284 in an amount that presently cannot be pled but that will be determined at trial.

44. At least as early as March 10, 2014, Sharp, Samsung Electronics and Sony had actual knowledge of the '550 Patent and Plaintiff's claims that Sharp's LCD modules, Samsung Electronics' televisions containing Sharp's LCD modules, Sony's televisions containing Sharp's LCD modules, and Sharp's televisions containing Sharp's LCD modules are covered by the '550 Patent. At least as early as May 6, 2014, Vizio had actual knowledge of the '550 Patent and Plaintiff's claims that Sharp's LCD modules and Vizio televisions containing Sharp's LCD modules are covered by the '550 Patent. Upon information and belief, Sharp's, Samsung Electronics', Sony's and Vizio's acts of infringement of the '550 Patent have been willful and intentional. Since at least the above-mentioned date of notice, Sharp, Samsung Electronics, Sony and Vizio have acted with an objectively high likelihood that their actions constitute infringement of the '550 Patent by refusing to take a license and continuing to make and sell infringing Accused '550 Products. The objectively-defined risk was either known or was so obvious that it should have been known.

#### **CONCLUSION**

45. Plaintiff is entitled to recover from Defendants the damages sustained by Plaintiff as a result of Defendants' wrongful 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.

46. Plaintiff has incurred and will incur attorneys' fees, costs, and expenses in the prosecution of this action. The circumstances of this dispute create an exceptional case within the meaning of 35 U.S.C. § 285, and Plaintiff is entitled to recover its reasonable and necessary attorneys' fees, costs, and expenses.

#### **JURY DEMAND**

47. Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of

Civil Procedure.

**PRAYER FOR RELIEF**

48. Plaintiff respectfully requests that the Court find in its favor and against Defendants, and that the Court grant Plaintiff the following relief:

- A. A judgment that Defendants have infringed the '843 Patent and the '550 Patent as alleged herein, directly and/or indirectly by way of contributing and/or inducing infringement of the '843 Patent and the '550 Patent;
- B. A judgment for an accounting of all damages sustained by Plaintiff as a result of the acts of infringement by Defendants;
- C. A judgment and order requiring Defendants to pay Plaintiff damages under 35 U.S.C. § 284, including up to treble damages for willful infringement as provided by 35 U.S.C. § 284, and any royalties determined to be appropriate;
- D. A permanent injunction enjoining Defendants and its officers, directors, agents, servants, employees, affiliates, divisions, branches, subsidiaries, parents and all others acting in concert or privity with them from direct and/or indirect infringement of the '843 Patent and the '550 Patent pursuant to 35 U.S.C. § 283;
- E. A judgment and order requiring Defendants to pay Plaintiff pre-judgment and post-judgment interest on the damages awarded;
- F. A judgment and order finding this to be an exceptional case and requiring Defendants to pay the costs of this action (including all disbursements) and attorneys' fees as provided by 35 U.S.C. § 285; and
- G. Such other and further relief as the Court deems just and equitable.

Dated: August 1, 2014

OF COUNSEL:

Hsiang "James" H. Lin

[jlin@tklg-llp.com](mailto:jlin@tklg-llp.com)

Kevin Jones

[kjones@tklg-llp.com](mailto:kjones@tklg-llp.com)

Michael C. Ting

[mting@tklg-llp.com](mailto:mting@tklg-llp.com)

Ken K. Fung

[kfung@tklg-llp.com](mailto:kfung@tklg-llp.com)

TECHKNOWLEDGE LAW GROUP LLP

100 Marine Parkway, Suite 200

Redwood City, CA 94065

Telephone: (650) 517-5200

Facsimile: (650) 226-3133

*/s/ Stamatios Stamoulis*

Stamatios Stamouliu DE SB #4606

[stamoulis@swdelaw.com](mailto:stamoulis@swdelaw.com)

Richard C. Winblatt DE SB #5080

[winblatt@swdelaw.com](mailto:winblatt@swdelaw.com)

Stamoulis & Weinblat LLC

Two Fox Point Centre

6 Denny Road, Suite 307

Wilmington, DE 19809

Telephone: (302) 999-1540

Facsimile: (302) 762-1688

*Counsel for Plaintiff Surpass Tech Innovation  
LLC*