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Attorney for Plaintiff

Digital Empire Limited

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

DIGITAL EMPIRE LIMITED

Plaintiff,

V.

AU OPTRONICS CORPORATION

AU OPTRONICS CORPORATION AMERICA,

Defendants.

CIVIL ACTION NO.

'14CV2079 AJB RBB

JURY TRIAL DEMANDED

Complaint Filed: September 3, 2014

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Digital Empire Limited (“Plaintiff”) files this Complaint for patent infringement against Defendants AU Optronics Corporation, and AU Optronics Corporation America, (“Defendants”). Plaintiff demands a trial by jury and alleges as follows:

Parties

1 1. Plaintiff Digital Empire Limited is Samoa corporation
2 with its principal place of business at Offshore Chambers, P.O. Box
3 217, Apia, Samoa.

4 2. On information and belief, AU Optronics Corporation is a
5 Taiwan corporation with its principal place of business at No. 1,
6 Li-Hsin Rd. 2, Hsinchu Science Park, Hsinchu 30078, Taiwan, R.O.C.
7 On information and belief, AU Optronics Corporation is a nonresident
8 of California who engages in business in this state, but does not
9 maintain a regular place of business in this state or a designated agent
10 for service of process in this state. On information and belief,
11 Defendant resides in this jurisdiction within the meaning of 28 U.S.C
12 §1400(b). This proceeding arises, in part, out of business done in this
13 state. Defendant regularly conducts and transacts business in
14 California, throughout the United States, and within the Southern
15 District of California, itself and/or through one or more subsidiaries,
16 affiliates, business divisions, or business units.

17 3. On information and belief, AU Optronics Corporation
18 America is a California corporation with its principal place of business
19 at 1525 McCarthy Boulevard, Suite 216, Milpitas, CA 95035. This
20 Defendant has appointed CT Corporation System, 818 West Seventh
21 Street, Los Angeles, CA 90017 as its agent for service of process. On

1 information and belief, Defendant AU Optronics Corporation America
2 regularly conducts and transacts business in the United States,
3 throughout the State of California, and within the Southern District of
4 California, itself and/or through one or more subsidiaries, affiliates,
5 business divisions, or business units and has committed acts of
6 infringement within the meaning of 28 U.S.C. § 1400(b).

7 4. On information and belief, Defendants sell and/or offer to
8 sell touchscreens (“AU Panels”) which are used in various devices
9 such as smartphones, tablets, and computers that are intended for sale
10 in the United States. On information and belief, products containing
11 the AU Panels are sold in this judicial district, in California, and
12 elsewhere in the United States through various means.

13 14 **JURISDICTION AND VENUE**

15 1. This action arises under the patent laws of the United
16 States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C § 271. This Court
17 has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and
18 1338(a).

19 2. This Court has personal jurisdiction over Defendants
20 because Defendants have substantial contacts with and conduct
21 business in the State of California and in this judicial district, and have
22 been infringing, contributing to the infringement of and/or actively
23 inducing others to infringe claims of the Patent-in-Suit in California

1 and elsewhere in the United States. Specifically, on information and
2 belief, Defendants sell, offer to sell, market, and advertise the accused
3 AU Panels to their customers. On information and belief, Defendants
4 have actively induced their customers such as Sony (“SONY”), to
5 make, use, and sell products that practice one or more claims of the
6 Patent-in-Suit in this judicial district.

7 3. Venue is proper in this Court pursuant to 28 U.S.C. §§
8 1391(b), 1391(c), 1391(d) and/or 1400(b) because a substantial part of
9 the events giving rise to the claims at issue occurred in this district.

10 4. This Court has personal jurisdiction over Defendants by
11 virtue of the business activities they conduct within this district and
12 within the State of California, resulting in sufficient minimum
13 contacts with this forum.

14 5. DIGITAL EMPIRE LIMITED is the sole owner by
15 assignment of United States Patent No. 8,081,169 (the “’169 Patent”),
16 which issued on December 20, 2011, and is entitled “Cover Lens With
17 Touch-Sensing Function And Method For Fabricating The Same.” A
18 copy of the ’169 Patent is attached hereto as Exhibit A.

19 6. The ’169 Patent relates to the field of touch panel devices,
20 and in particular to a cover lens with touch-sensing function which is
21 combined onto an external side of an electronic device and allows the
22 touch-sensing and protection for the electronic device.

23
24 **COUNT I**

25 **DEFENDANTS’ INFRINGEMENT OF U.S. PATENT NO.**

26 **8,081,169**

1 7. DIGITAL EMPIRE LIMITED incorporates by reference
2 paragraphs 1 through 6 above as though fully restated herein.

3 8. DIGITAL EMPIRE LIMITED is the sole owner by
4 assignment of the '169 Patent and possesses all rights of recovery
5 under the '169 Patent, including the right to sue for infringement and
6 recover past damages.

7 9. Upon information and belief, Defendants have infringed
8 and if not enjoined, will continue to infringe one or more claims of the
9 '169 Patent by performing, without authority, one or more of the
10 following acts: (1) making, having made, using, importing, offering
11 for sale, or selling in the United States the AU Panels that infringe one
12 or more claims of the '169 Patent, in violation of 35 U.S.C. §271(a);
13 (2) inducing infringement of one or more claims of the '169 Patent in
14 violation of 35 U.S.C. §271(b); and/or (3) contributing to the
15 infringement of one or more claims of the '169 Patent in violation of
16 35 U.S.C. §271(c).

17 10. Upon information and belief, Defendants' acts of direct
18 infringement of the '169 Patent, literal and/or under the doctrine of
19 equivalents, include making, having made, using, offering to sell, or
20 selling, in this district or elsewhere in the United States, the AU
21 Panels that practice one or more claims of the '169 Patent, including
22 but not limited to the touchscreens used in Sony VAIO Fit 15
23 notebook computers.

24 11. Upon information and belief, Defendants have contributed
25 to and continue to contribute to the infringement of one or more
26 claims of the '169 Patent by offering to sell, and selling to their
27 customers, such as SONY in this district and elsewhere in the United

1 States, the accused AU Panels that constitute a material component of
2 a device, system, combination or composition covered by the '169
3 Patent, and that the customers have utilized said products in a manner
4 that infringes one or more claims of the '169 Patent.

5 12. Upon information and belief, Defendants have been aware,
6 prior to filing of this action, that its products accused of infringement,
7 including but not limited to the accused AU Panels, are especially
8 made and/or adapted for use(s) that infringe one or more claims of the
9 '169 Patent and are, therefore, not staple articles or commodities of
10 commerce suitable for substantial non-infringing use.

11 13. Upon information and belief, Defendants have induced
12 and continue to induce infringement of one or more claims of the '169
13 Patent in this district and elsewhere in the United States, by, among
14 other things, actively encouraging, or otherwise causing their
15 customers, such as SONY, to use the AU Panels that practice one or
16 more claims of the '169 Patent, including, but not limited to, the
17 touchscreens used in SONY VAIO Fit 15 notebook computers.

18 14. Upon information and belief, Defendants have had
19 knowledge of the '169 Patent prior to the filing of the Complaint in
20 this action, and continue to encourage, or otherwise cause their
21 customers to use the AU Panels that infringe one or more claims of the
22 '169 Patent.

23 15. Upon information and belief, Defendant has specifically
24 intended that their customers use the AU Panels that infringe one or
25 more claims of the '169 Patent by, at minimum, providing designs,
26 datasheets and specifications of the accused AU Panels to their
27 customers such as SONY.

1 16. Upon information and belief, Defendant has knowingly
2 sold and/or offered the AU Panels that infringe one or more claims of
3 the '169 Patent to their customers such as SONY by, at minimum,
4 actively providing technical support to help their customers integrate
5 such AU Panels into the end-products sold in the United States,
6 including but not limited to, smartphones, tablets and notebook
7 computers.

8 17. Upon information and belief, Defendants' act of infringing
9 the '169 Patent have been willful and in deliberate disregard of 's
10 patent rights.

11 18. As a result of Defendants' infringement of the '169 Patent,
12 DIGITAL EMPIRE LIMITED has suffered and will continue to suffer
13 damages.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff DIGITAL EMPIRE LIMITED asks this
16 Court to enter judgment in its favor against Defendants and grant the
17 following relief:

18 1. An adjudication that Defendants have infringed, and
19 continue to infringe, the Patent-in-Suit as alleged above;

20 2. An accounting of all damages sustained by DIGITAL
21 EMPIRE LIMITED as a result of Defendants' acts of infringement of the
22 Patent-in-Suit;

23 3. An award to DIGITAL EMPIRE LIMITED of actual
24 damages adequate to compensate DIGITAL EMPIRE LIMITED for
25 Defendants' acts of patent infringement, together with prejudgment and
26 post-judgment interest;

27 4. An award to DIGITAL EMPIRE LIMITED of enhanced

1 damages, up to, and including, trebling of DIGITAL EMPIRE
 2 LIMITED's damages pursuant to 35 U.S.C. § 284 for Defendants' willful
 3 infringement;

4 5. An award of DIGITAL EMPIRE LIMITED's costs of suit
 5 and reasonable attorneys' fees pursuant to 35 U.S.C. § 285 due to the
 6 exceptional nature of this case, or as otherwise permitted by law;

7 6. A grant of a permanent injunction pursuant to 35 U.S.C. §
 8 283, enjoining Defendants, and each of its agents, servants, employees,
 9 principals, officers, attorneys, successors, assignees, and all those in
 10 active concert or participation with Defendants, including related
 11 individuals and entities, customers, representatives, OEMs, dealers, and
 12 distributors from further acts of: (1) infringement, (2) contributory
 13 infringement, and (3) active inducement to infringe with respect to the
 14 claims of the Patent-in-Suit, or in the alternative, a post-judgment royalty
 15 for post-judgment infringement;

16 7. Any further relief that this Court deems just and proper.

17 **JURY DEMAND**

18 Plaintiff Digital Empire Limited requests a jury trial on all issues
 19 triable to a jury in this matter.

20 Dated: July 22, 2014

Respectfully submitted,

BAYRAMOGLU LAW OFFICES LLC

By: /s/ Gokalp Bayramoglu
 Gokalp Bayramoglu

Attorney for Plaintiff

Digital Empire Limited LLC

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2 **CERTIFICATE OF FILING**

3 I hereby certify that on September 3, 2014 I electronically filed the
4 foregoing document with the clerk of the Court using the CM/ECF
5 system.

6

/s/ Gokalp Bayramoglu

7

Gokalp Bayramoglu