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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 NEXUS DISPLAY TECHNOLOGIES
12 LLC.,

13 Plaintiff,

14 v.

15 BENQ AMERICA CORP. AND BENQ
16 CORP.,

17 Defendants.

Case No. 14-1118

**NEXUS DISPLAY TECHNOLOGIES
LLC'S COMPLAINT FOR PATENT
INFRINGEMENT**

1 Plaintiff Nexus Display Technologies LLC (“NDT” or “Plaintiff”) hereby submits this
2 Complaint against Defendants BenQ America Corp. and BenQ Corp. (collectively “BenQ” or
3 “Defendants”) and states as follows:

4
5 **THE PARTIES**

6 1. NDT is a Texas limited liability company, having a principal place of business at
7 2400 Dallas Parkway, Suite 200, Plano, Texas 75093.

8 2. On information and belief, Defendant BenQ America Corp. is a corporation
9 organized and existing under the laws of California, having a principal place of business at 3200
10 Park Center Drive, Suite 150, Costa Mesa, California 92626.

11 3. On information and belief, Defendant BenQ Corp. is a corporation organized and
12 existing under the laws of Taiwan, having a principal place of business at 16 Jihu Road Neihu,
13 Taipei 114 Taiwan.
14

15 **JURISDICTION AND VENUE**

16 4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and
17 1338(a) because this action arises under the patent laws of the United States, 35 U.S.C. §§ 101 *et*
18 *seq.*

19 5. Venue is proper in this federal district pursuant to 28 U.S.C. §§1391(b)–(c) and
20 1400(b) in that Defendants have done business in this District, have committed acts of
21 infringement in this District, and continue to commit acts of infringement in this District, entitling
22 NDT to relief.
23

24 **COUNT I: INFRINGEMENT OF U.S. PATENT NO. 7,295,578**

25 6. On November 13, 2007, the United States Patent and Trademark Office
26 (“USPTO”) duly and legally issued United States Patent No. 7,295,578 (“the ’578 Patent”),
27 entitled “Method And Apparatus For Synchronizing Auxiliary Data And Video Data Transmitted
28

1 Over A TMDS-Like Link.” NDT holds all rights, title, and interest in and to the ’578 Patent.
2 BenQ is not licensed to the ’578 Patent, yet BenQ knowingly, actively, and lucratively practices
3 the patents.

4 7. Upon information and belief, BenQ has infringed directly and continues to infringe
5 directly the ’578 Patent. The infringing acts include, but are not limited to, the manufacture, use,
6 sale, importation, and/or offer for sale of products and/or methods encompassed by the claims of
7 the ’578 Patent. BenQ’s infringing products include, but are not limited to, at least the BenQ XL,
8 BenQ BL, BenQ PG, BenQ IL, BenQ PH, and BenQ PL series of products.
9

10 8. The acts of infringement by BenQ have caused damage to NDT, and NDT is
11 entitled to recover from BenQ the damages sustained by NDT as a result of BenQ’s wrongful acts
12 in an amount subject to proof at trial. The infringement of NDT’s exclusive rights under the ’578
13 Patent by BenQ has damaged and will continue to damage NDT, causing irreparable harm, for
14 which there is no adequate remedy at law, unless enjoined by this Court.
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16 9. At least as early as its receipt of this Complaint, BenQ has had knowledge of the
17 ’578 Patent and written notice of the infringement. NDT intends to seek discovery on the issue of
18 willfulness and reserves the right to seek a willfulness finding and increased damages under 35
19 U.S.C. § 284 and to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C.
20 § 285.
21

22 **COUNT II: INFRINGEMENT OF U.S. PATENT NO. 7,143,328**

23 10. On November 28, 2006, the United States Patent and Trademark Office
24 (“USPTO”) duly and legally issued United States Patent No. 7,143,328 (“the ’328 Patent”),
25 entitled “Auxiliary Data Transmitted Within A Display’s Serialized Data Stream.” NDT holds all
26 rights, title, and interest in and to the ’328 Patent. BenQ is not licensed to the ’328 Patent, yet
27 BenQ knowingly, actively, and lucratively practices the patents.
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1 11. Upon information and belief, BenQ has infringed directly and continues to infringe
2 directly the '328 Patent. The infringing acts include, but are not limited to, the manufacture, use,
3 sale, importation, and/or offer for sale of products and/or methods encompassed by the claims of
4 the '328 Patent. BenQ's infringing products include, but are not limited to, at least the BenQ XL,
5 BenQ BL, BenQ PG, BenQ IL, BenQ PH, and BenQ PL series of products.

6
7 12. The acts of infringement by BenQ have caused damage to NDT, and NDT is
8 entitled to recover from BenQ the damages sustained by NDT as a result of BenQ's wrongful acts
9 in an amount subject to proof at trial. The infringement of NDT's exclusive rights under the '328
10 Patent by BenQ has damaged and will continue to damage NDT, causing irreparable harm, for
11 which there is no adequate remedy at law, unless enjoined by this Court.

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13 13. At least as early as its receipt of this Complaint, BenQ has had knowledge of the
14 '328 Patent and written notice of the infringement. NDT intends to seek discovery on the issue of
15 willfulness and reserves the right to seek a willfulness finding and increased damages under 35
16 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C.
17 § 285.

18 **COUNT III: INFRINGEMENT OF U.S. PATENT NO. 5,835,498**

19 14. On November 10, 1998, the United States Patent and Trademark Office
20 ("USPTO") duly and legally issued United States Patent No. 5,835,498 ("the '498 Patent"),
21 entitled "System and Method For Sending Multiple Data Signals Over a Serial Link." NDT holds
22 all rights, title, and interest in and to the '498 Patent. BenQ is not licensed to the '498 Patent, yet
23 BenQ knowingly, actively, and lucratively practices the patents.

24
25 15. Upon information and belief, BenQ has infringed directly and continues to infringe
26 directly the '498 Patent. The infringing acts include, but are not limited to, the manufacture, use,
27 sale, importation, and/or offer for sale of products and/or methods encompassed by the claims of
28

1 the '498 Patent. BenQ's infringing products include, but are not limited to, at least the BenQ XL,
2 BenQ BL, BenQ PG, BenQ IL, BenQ PH, and BenQ PL series of products.

3 16. The acts of infringement by BenQ have caused damage to NDT, and NDT is
4 entitled to recover from BenQ the damages sustained by NDT as a result of BenQ's wrongful acts
5 in an amount subject to proof at trial. The infringement of NDT's exclusive rights under the '498
6 Patent by BenQ has damaged and will continue to damage NDT, causing irreparable harm, for
7 which there is no adequate remedy at law, unless enjoined by this Court.
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9 17. At least as early as its receipt of this Complaint, BenQ has had knowledge of the
10 '498 Patent and written notice of the infringement. NDT intends to seek discovery on the issue of
11 willfulness and reserves the right to seek a willfulness finding and increased damages under 35
12 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C.
13 § 285.
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15 **JURY DEMAND**

16 18. NDT hereby demands a trial by jury on all issues.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, NDT requests entry of judgment in its favor and against BenQ as
19 follows:
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- 21 a. A declaration that BenQ has infringed and is infringing the '578, '328, and '498
22 Patents;
23 b. An Order permanently enjoining BenQ, its officers, agents, employees, and those
24 acting in privity with it, from further direct and/or indirect infringement of the '578,
25 '328, and '498 Patents;
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- 1 c. An award of damages to NDT arising out of BenQ's infringement of the '578, '328,
2 and '498 Patents, including enhanced damages pursuant to 35 U.S.C. § 284, together
3 with prejudgment and post-judgment interest, in an amount according to proof;
4
5 d. An award of attorneys' fees pursuant to 35 U.S.C. § 285 or as otherwise permitted by
6 law; and,
7
8 e. Granting NDT its costs and further relief as the Court may deem just and proper.

9 Dated: July 17, 2014

Respectfully submitted,

10 /s/ Alisa Lipski

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21 **DISPLAY TECHNOLOGIES LLC**
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