

Printers, Wearable, Handy Terminal, Electronic Shelf Label (ESL), Home Appliance, Medical Devices, and GPSMap.” See Giantplus Product Info webpage, (*available at* http://www.giantplus.com.tw/en/prod_infos). Giantplus was first listed on the Taiwan Stock Exchange (TWSE) in 2006. See About Giantplus webpage (*available at* <http://www.giantplus.com.tw/en/about-us/about-giantplus>). Giantplus provides displays for diverse applications including “Point of Sale (POS), Printers, Wearable, Handy Terminal, Electronic Shelf Label (ESL), Home Appliance, Medical Devices, and GPSMap,” and provides custom-designed displays for automotive before-market applications, including “Instrument Clusters, Client Control, Head-up Display (HUD), e-Mirror, and Central Infotainment Display (CID).” See Giantplus Product Info webpage.

4. Upon information and belief, Giantplus’ thin-film transistor – liquid crystal display (“TFT-LCD”) panels are incorporated into consumer electronic devices, including digital camera devices manufactured by Fujifilm. Fujifilm maintains a corporate presence in the United States that “play[s] a major role in FUJIFILM’s global manufacturing system.” See Fujifilm’s Product Lineup webpage (*available at* https://www.fujifilmusa.com/about/corporate_profile/fujifilm_companies/manufacturing/products_services/index.html). Fujifilm ships product to “30 Fujifilm locations in the United States, as well as other ‘direct to US customer’ shipments.” See Fujifilm’s Product Lineup webpage (*available at* https://www.fujifilmusa.com/about/corporate_profile/fujifilm_companies/manufacturing/products_services/page_01.html). Fujifilm also “imports products from other worldwide Fujifilm locations for distribution into the US market place” and “provides storage for some of the raw materials required for manufacturing Fujifilm products” in the U.S. *Id.* Giantplus also maintains a

corporate presence in the U.S. via its wholly-owned, U.S.-based subsidiary Giantplus Holding LLC. Through offers to sell, sales and agreements to transfer ownership of its TFT-LCD panels with either Fujifilm and/or its U.S. subsidiary, Giantplus does business in the U.S., the State of Texas and in the Eastern District of Texas.

JURISDICTION AND VENUE

5. This action arises under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others.

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

7. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because, among other things, Giantplus is not a resident in the United States, and thus may be sued in any judicial district, including this one, pursuant to 28 U.S.C. § 1391(c)(3). *See also In re HTC Corporation*, 889 F.3d 1349, 1357 (Fed. Cir. 2018) (“The Court’s recent decision in *TC Heartland* does not alter” the alien-venue rule.).

8. Upon information and belief, Giantplus 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 vicariously through and/or in concert with its subsidiaries, intermediaries, and/or agents.

9. This Court has personal jurisdiction over Giantplus, directly or through intermediaries including its wholly-owned, U.S.-based subsidiary Giantplus Holding LLC, which

is incorporated in the state of Delaware with its principal place of business located at 3500 South Dupont Highway, Dover, DE 19901. Through direction and control of this subsidiary, Giantplus has committed acts of direct and/or indirect patent infringement within Texas, and elsewhere within the United States, giving rise to this action and/or has established minimum contacts with Texas such that personal jurisdiction over Giantplus would not offend traditional notions of fair play and substantial justice. For example, Giantplus states that it “mainly focus[es] on Europe, North American, Japan, and Taiwan markets” *See* Giantplus Product Info. Giantplus’ TFT-LCDs are used in Fujifilm digital camera products which are imported, offered for sale and sold, including model nos. GPM1410A0 and LM1452B02-1B used in FinePix XP80 and Fujifilm Instax SQ10, respectively. These products are or have been widely sold in retail stores, both brick and mortar and online, within this judicial district and in Texas. *See Litecubes, LLC v. Northern Light Products, Inc.*, 523 F.3d 1353, 1369-70 (Fed. Cir. 2008) (“[T]he sale [for purposes of § 271] occurred at the location of the buyer.”); *see also Semcon IP Inc. v. Kyocera Corporation*, No. 2:18-cv-00197-JRG, 2019 WL 1979930, at *3 (E.D. Tex. May 3, 2019) (denying accused infringer’s motion to dismiss because plaintiff sufficiently plead that purchases of infringing products outside of the United States for importation into and sales to end users in the U.S. may constitute an offer to sell under § 271(a)).

10. Upon information and belief, Giantplus has placed and continues to place infringing TFT-LCD panels into the stream of commerce via an established distribution channel, including pursuant to agreements with U.S.-based customers, such as Fujifilm and/or its wholly-owned, U.S.-based subsidiary Giantplus Holding LLC, for the sale of infringing products, with the knowledge and/or intent that those products were imported, sold and continue to be sold in the United States and Texas, including in this judicial district. In 2018, Giantplus reported

NT9,887,852,000 (approx. 320 million U.S. dollars) in global sales. *See* Giantplus Tech Corp. Announced Fiscal Year 2018 Financial Results (*available at* <http://www.giantplus.com.tw/en/announcements/2018-Financial-Results>).

11. Giantplus controls its wholly-owned, U.S.-based subsidiary Giantplus Holding LLC. Upon information and belief, Giantplus Holding LLC markets Giantplus products and provides customer service and support for Giantplus in the United States, including in Texas and this judicial district. This subsidiary gives Giantplus substantially the business advantages that it would have enjoyed if it conducted its business through its own offices or paid agents in the state.

12. On information and belief, Giantplus has significant ties to, and presence in, the State of Texas and the Eastern District of Texas, making venue in this judicial district both proper and convenient for this action.

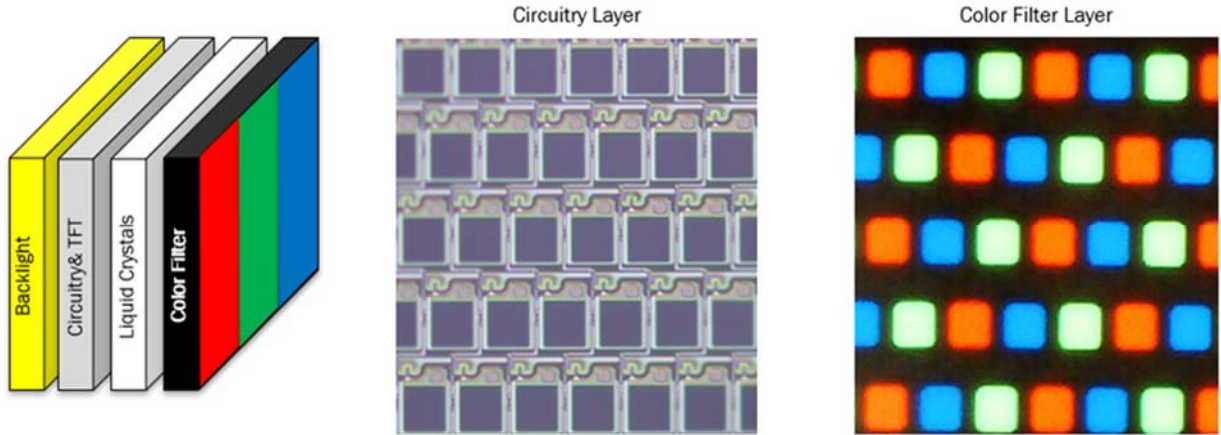
THE ASSERTED PATENTS AND TECHNOLOGY

13. Upon information and belief, a significant portion of operating revenue of Giantplus is derived from the manufacture and sale of TFT-LCD flat panel displays, and Giantplus' main commodities include small-to-medium-sized TFT-LCD related products. *See* About Giantplus (*available at* <http://www.giantplus.com.tw/en/about-us/about-giantplus>). Giantplus asserts that it “has successfully shifted from focusing on niche market to providing valued-added product mix, and further cultivating high-profile markets.” Furthermore, “Giantplus Technology is recognized as a strategic partner in both industrial and automotive markets.” *Id.*

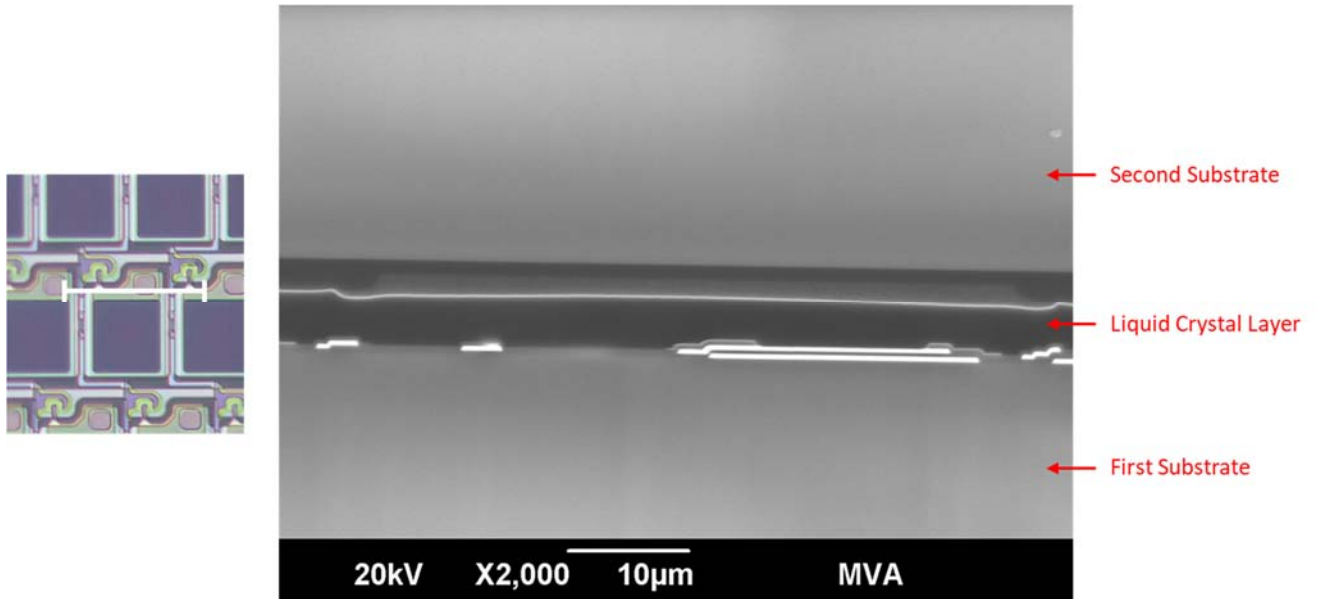
14. The Asserted Patents cover Giantplus' TFT-LCDs, their components, and processes related to the same. An example Giantplus TFT-LCD is the Giantplus LCD Panel, model no. GPM1410A0 0418, which is used in at least Fujifilm's digital camera model FinePix XP80. Another example of a Giantplus TFT-LCD is model no. LM1452B02-1B, which is used in end-user products such as Fujifilm Instax SQ10. The FinePix XP80 and its monitor panel with its labeling listing the Giantplus LCD panel are shown below:



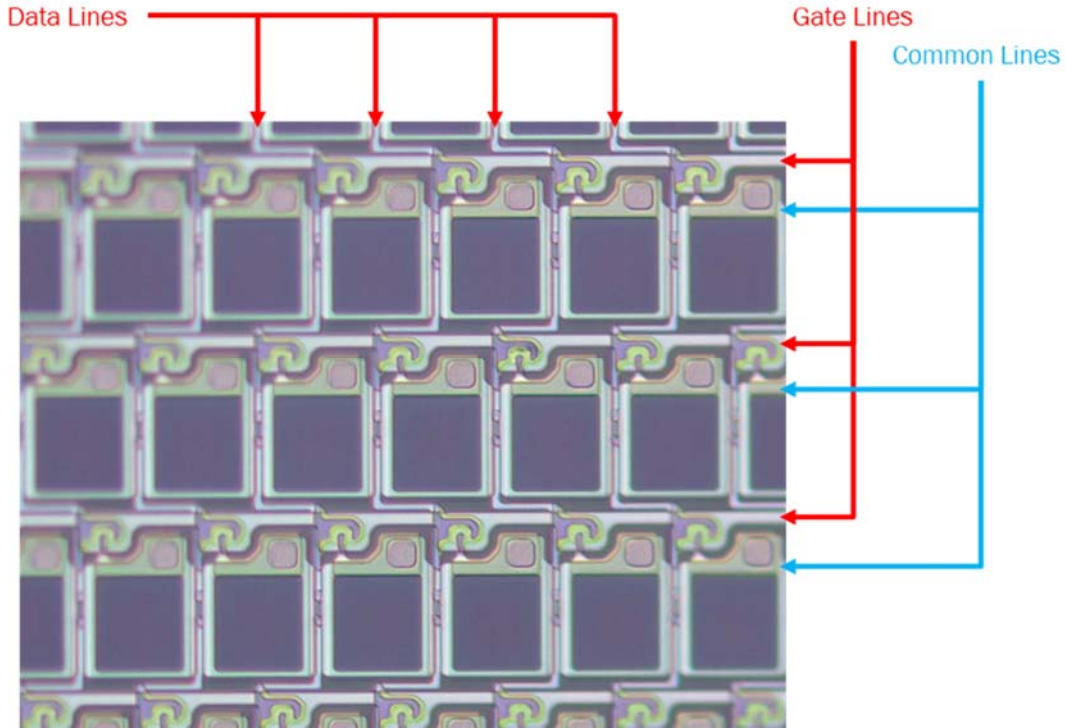
15. Typically, a TFT-LCD has the following structure shown below, comprising of a backlight, a TFT/circuitry layer, a liquid crystal layer, and a color filter:



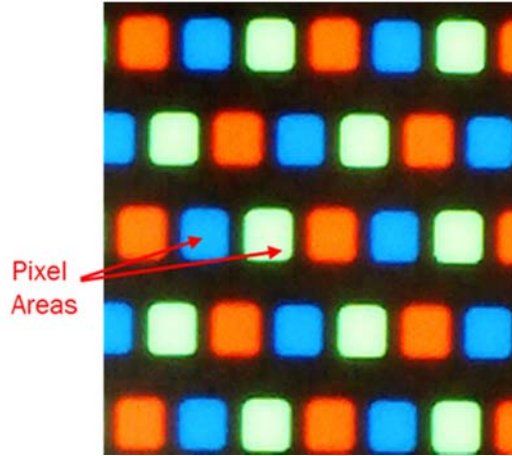
16. The Giantplus LCD panel is an active matrix type liquid crystal display device with two substrates and a liquid crystal layer between.



17. As shown above, the TFT-LCD panel contains a TFT array substrate and many TFTs. A teardown image below from the Giantplus TFT-LCD, model no. GPM1410A0 0418 shows a sampling of TFTs and their accompanying circuitry lines (i.e. signal and scanning lines), with larger rectangular areas associated with the pixels.

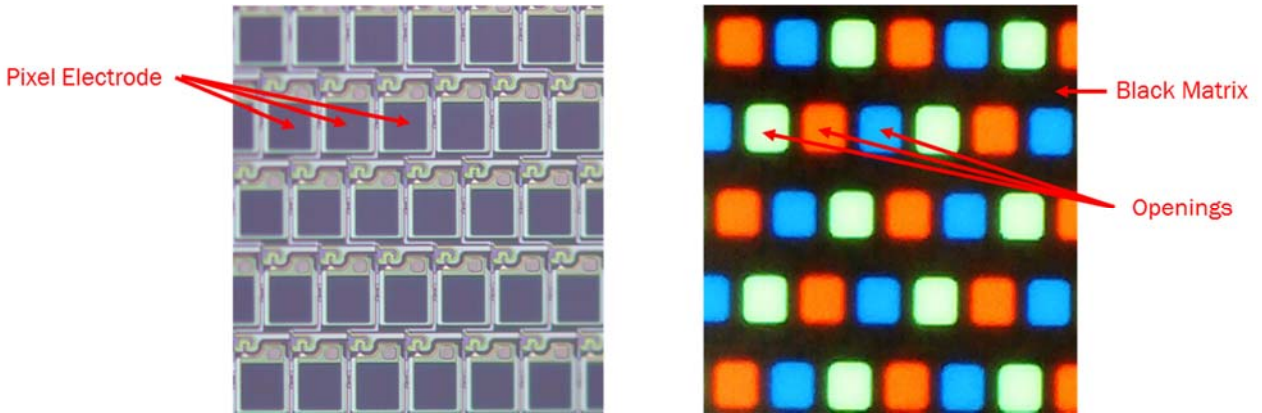


18. A TFT acts as a switch that operates its respective individual pixels using the circuitry lines. In that way, the pixels can be turned on and off to create an image on an LCD by allowing or preventing light to pass through. The individual pixels are more apparent when a color filter layer overlays the circuits as shown in the image below for the model no. GPM1410A0 0418.

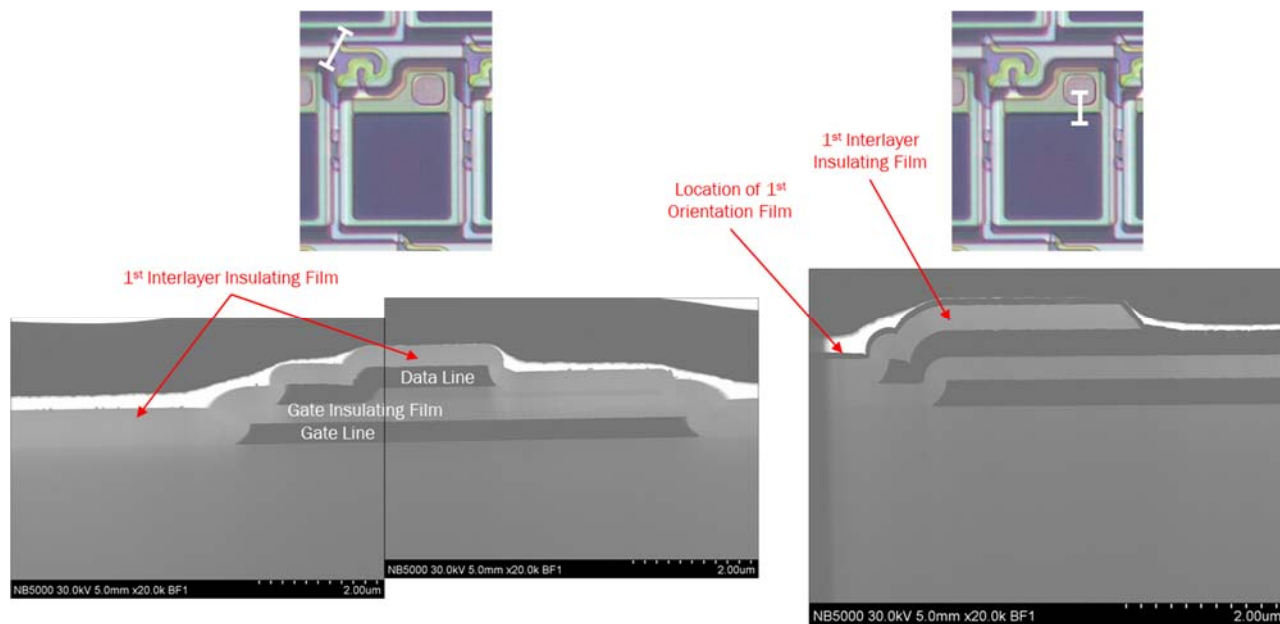


Color Filter Layer Overlays Circuits

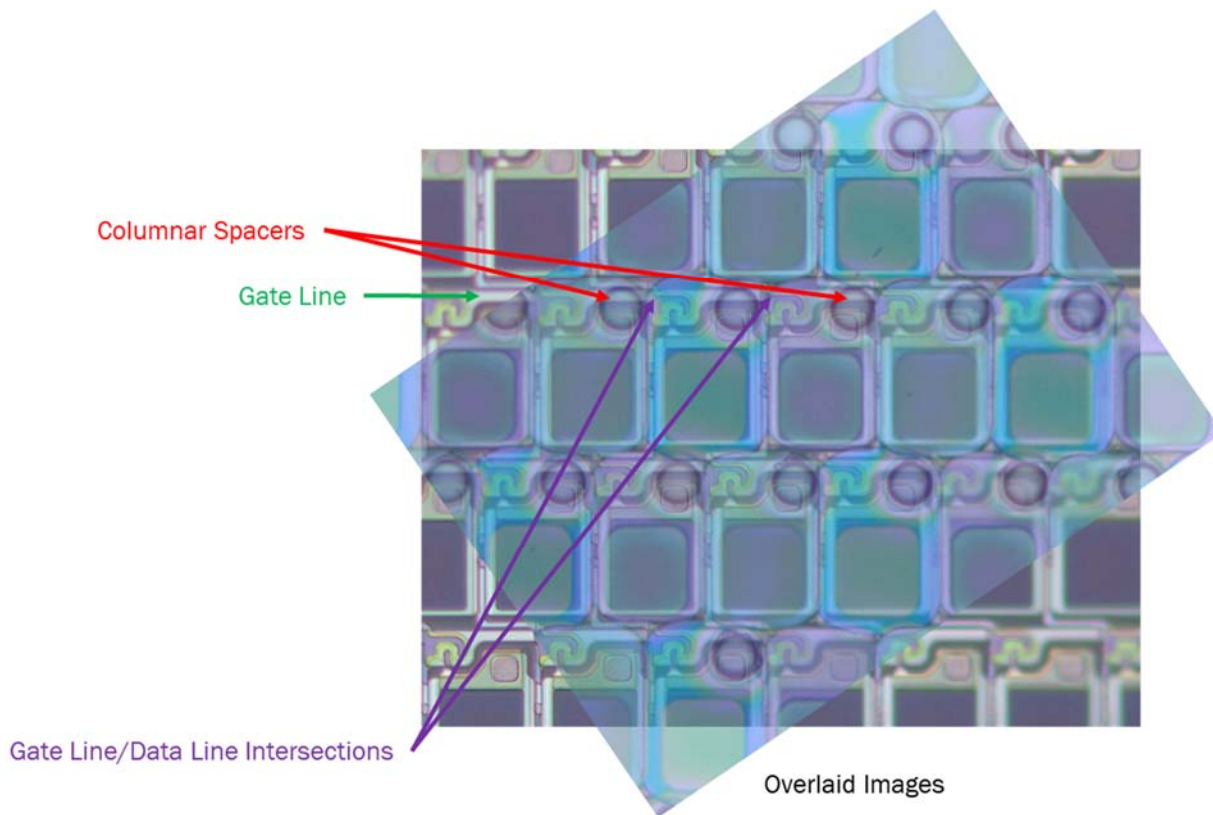
19. The LCD has a black matrix with openings in areas opposite to the pixel electrodes.



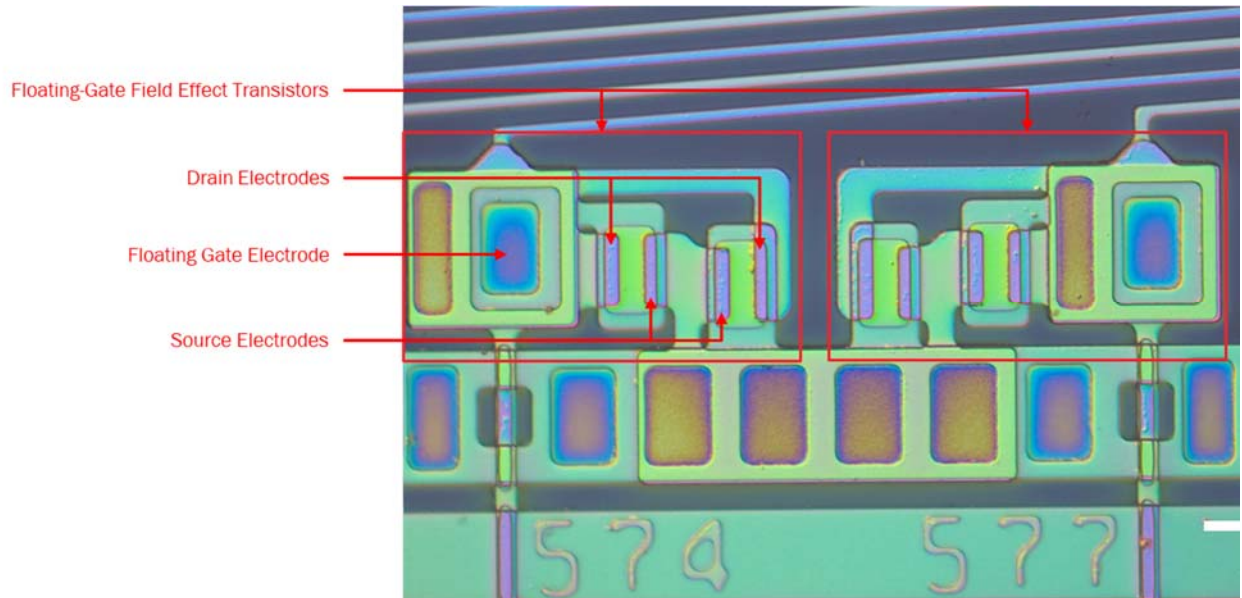
20. The microscopic teardown images below from model no. GPM1410A0 0418 shows a sampling of films in the device:



21. The following overlaid teardown images of model no. GPM1410A0 0418 show the position of columnar spacers relative to the gate and data lines, as annotated.



22. A teardown image below from model no. GPM1410A0 0418 shows a sampling of floating-gate field effect transistors shown relative to drain, floating gate and source electrodes used for surge protection in the device.



COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 7,046,327)

23. Plaintiff incorporates paragraphs 1 through 22 herein by reference.

24. VPV is the assignee of the '327 patent, entitled "Liquid crystal display device including columnar spacer above gate line," with ownership of all substantial rights in the '327 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

25. The '327 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '327 patent issued from U.S. Patent Application No. 10/833,318.

26. Giantplus has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '327 patent in this judicial district and elsewhere in Texas and the United States.

27. Upon information and belief, Giantplus engages in the research, development, design, manufacture, and sales of TFT-LCD panels. *See* Giantplus' "R & D" page (*available at <http://www.giantplus.com.tw/en/about-us/about-giantplus/r-d>*) (describing that Giantplus "has an experienced and up-to-date engineering team who has consistently dedicated to innovative technologies and product developments").

28. Giantplus directly infringes the '327 patent via 35 U.S.C. § 271(a) by making, having made, offering for sale, selling, and/or importing those TFT-LCD panels, their components, and/or products containing same that incorporate the fundamental technologies covered by the '327 patent, or by having its controlled subsidiaries, intermediaries, and/or agents do the same. Furthermore, upon information and belief, Giantplus sells and makes TFT-LCD panels outside of the United States, intending and/or knowing that those panels are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '327 patent.

29. For example, Giantplus infringes claim 1 of the '327 patent via its LCD panel model nos. GPM1410A0 0418 and LM1452B02-1B. Those products include a "liquid crystal display device including" each of the limitations of claim 1. The technology discussion above and the example accused TFT-LCD panel (model nos. GPM1410A0 0418 and LM1452B02-1B) provide context for Plaintiff's allegations that each of those limitations are met. For example, model nos. GPM1410A0 0418 and LM1452B02-1B include a first substrate, a second substrate, and a liquid crystal layer sandwiched between the first and second substrates, the device comprising, on the

first substrate: a gate line; a common line parallel to the gate line; a data line intersecting the gate line while sandwiching a gate insulating film on the gate line therebetween; a first interlayer insulating film coating the data line; and a first orientation film coating the first interlayer insulating film, and the device comprising, on the second substrate: a light shielding film opposite to the gate line; a second interlayer insulating film coating the light shielding film; a columnar spacer located above the gate line apart from an intersection of the gate line and the data line and provided on the second interlayer insulating film; and a second orientation film coating the second interlayer insulating film and the columnar spacer, wherein a center of a top of the columnar spacer is shifted from above a widthwise center of the gate line toward above the common line, and the top of the columnar spacer partially overruns from above the gate line toward above the common line when viewed from the above, the top being directed to the first substrate.

30. At a minimum, Giantplus has known of the '327 patent at least as early as the filing date of the complaint. In addition, Giantplus has known of the '327 patent since May 9, 2018 when Giantplus was first notified that Giantplus was infringing the '327 patent.

31. Upon information and belief, since at least the above-mentioned date when Giantplus was on notice of its infringement, Giantplus has actively induced, under U.S.C. § 271(b), distributors, importers and/or consumers that purchase or sell TFT-LCD panels that include all of the limitations of one or more claims of the '327 patent to directly infringe one or more claims of the '327 patent by using, offering for sale, selling, and/or importing the TFT-LCD panels. Since at least the notice provided on the above-mentioned date, Giantplus does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '327 patent. Upon information and belief, Giantplus intends to cause, and has taken affirmative steps to induce, infringement by the distributors, importers, and/or consumers by, inter alia, creating

advertisements that promote the infringing use of the TFT-LCD panels, creating established distribution channels for the TFT-LCD panels into and within the United States, manufacturing the TFT-LCD panels in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States. *See, e.g.,* About Giantplus webpage (*available at* <http://www.giantplus.com.tw/en/about-us/about-giantplus>) (showing Giantplus’ “Worldwide Customers” including a North American location).

32. Upon information and belief, despite having knowledge of the ’327 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the ’327 patent, Giantplus has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Giantplus’ infringing activities relative to the ’327 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

33. VPV has been damaged as a result of Giantplus’ infringing conduct described in this Count. Giantplus is, thus, liable to VPV in an amount that adequately compensates VPV for Giantplus’ infringements, 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.

COUNT II

(INFRINGEMENT OF U.S. PATENT NO. 6,812,528)

34. Plaintiff incorporates paragraphs 1 through 33 herein by reference.

35. VPV is the assignee of the '528 patent, entitled "Surge protection circuit for semiconductor devices," with ownership of all substantial rights in the '528 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

36. The '528 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '528 patent issued from U.S. Patent Application No. 09/874,296.

37. Giantplus has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '528 patent in this judicial district and elsewhere in Texas and the United States.

38. Upon information and belief, Giantplus engages in the research, development, design, manufacture, and sales of TFT-LCD panels. *See* Giantplus' "R & D" page (*available at* <http://www.giantplus.com.tw/en/about-us/about-giantplus/r-d>) (describing that Giantplus "has an experienced and up-to-date engineering team who has consistently dedicated to innovative technologies and product developments").

39. Giantplus directly infringes the '528 patent via 35 U.S.C. § 271(a) by making, having made, offering for sale, selling, and/or importing those TFT-LCD panels, their components, and/or products containing same that incorporate the fundamental technologies covered by the '528 patent, or by having its controlled subsidiaries, intermediaries, and/or agents do the same. Furthermore, upon information and belief, Giantplus sells and makes TFT-LCD panels outside of the United States, intending and/or knowing that those panels are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '528 patent.

40. For example, Giantplus infringes claim 23 of the '528 patent via its LCD panel model nos. GPM1410A0 0418 and LM1452B02-1B. Those products include a “surge protection circuit for a semiconductor display panel, comprising” each of the limitations of claim 23. The technology discussion above and the example accused TFT-LCD panel (model nos. GPM1410A0 0418 and LM1452B02-1B) provide context for Plaintiff’s allegations that each of those limitations are met. For example, model nos. GPM1410A0 0418 and LM1452B02-1B include a plurality of vertical signal lines; a plurality of horizontal signal lines intersecting said vertical signal lines; and a plurality of floating-gate field effect transistors, each having a channel capacitance and including a floating gate electrode, a source electrode and a drain electrode, said source and drain electrodes of each of said transistors being respectively connected to said vertical signal lines, each of said transistors being responsive to the respective vertical signal line being subjected to a surge potential for developing a voltage on said channel capacitance sufficient to turn on said floating-gate field effect transistor and establish a low-impedance path to ground.

41. At a minimum, Giantplus has known of the '528 patent at least as early as the filing date of the complaint. In addition, Giantplus has known of the '528 patent since May 9, 2018, when Giantplus was provided access to a data room containing claim charts, including for the '528 patent.

42. Upon information and belief, since at least the above-mentioned date when Giantplus was on notice of its infringement, Giantplus has actively induced, under U.S.C. § 271(b), distributors, importers and/or consumers that purchase or sell TFT-LCD panels that include all of the limitations of one or more claims of the '528 patent to directly infringe one or more claims of the '528 patent by using, offering for sale, selling, and/or importing the TFT-LCD panels. Since at least the notice provided on the above-mentioned date, Giantplus does so with knowledge, or

with willful blindness of the fact, that the induced acts constitute infringement of the '528 patent. Upon information and belief, Giantplus intends to cause, and has taken affirmative steps to induce, infringement by the distributors, importers, and/or consumers by, inter alia, creating advertisements that promote the infringing use of the TFT-LCD panels, creating established distribution channels for the TFT-LCD panels into and within the United States, manufacturing the TFT-LCD panels in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States. *See, e.g.,* About Giantplus webpage (*available at <http://www.giantplus.com.tw/en/about-us/about-giantplus>*) (showing Giantplus' "Worldwide Customers" including a North American location).

43. Upon information and belief, despite having knowledge of the '528 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '528 patent, Giantplus has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Giantplus' infringing activities relative to the '528 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

44. VPV has been damaged as a result of Giantplus' infringing conduct described in this Count. Giantplus is, thus, liable to VPV in an amount that adequately compensates VPV for Giantplus' infringements, 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.

COUNT III

(INFRINGEMENT OF U.S. PATENT NO. 6,870,593)

45. Plaintiff incorporates paragraphs 1 through 44 herein by reference.

46. VPV is the assignee of the '593 patent, entitled "Liquid Crystal Display cell with improved spacer structure," with ownership of all substantial rights in the '593 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

47. The '593 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '593 patent issued from U.S. Patent Application No. 10/242,604.

48. Giantplus has and continues to directly and/or indirectly infringe (by inducing infringement of) one or more claims of the '593 patent in this judicial district and elsewhere in Texas and the United States.

49. Upon information and belief, Giantplus engages in the research, development, design, manufacture, and sales of TFT-LCD panels. *See* Giantplus' "R & D" page (*available at* <http://www.giantplus.com.tw/en/about-us/about-giantplus/r-d>) (describing that Giantplus "has an experienced and up-to-date engineering team who has consistently dedicated to innovative technologies and product developments").

50. Giantplus directly infringes the '593 patent via 35 U.S.C. § 271(a) by making, having made, offering for sale, selling, and/or importing those TFT-LCD panels, their components, and/or products containing same that incorporate the fundamental technologies covered by the '593 patent, or by having its controlled subsidiaries, intermediaries, and/or agents do the same. Furthermore, upon information and belief, Giantplus sells and makes TFT-LCD

panels outside of the United States, intending and/or knowing that those panels are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '593 patent.

51. For example, Giantplus infringes claim 1 of the '593 patent via its LCD panel model no. GPM1410A0 0418. That product includes a “[a] liquid crystal display cell including” each of the limitations of claim 1. The technology discussion above and the example accused TFT-LCD panel (model no. GPM1410A0 0418) provide context for Plaintiff’s allegations that each of those limitations are met. For example, model no. GPM1410A0 0418 includes a first substrate, a second substrate, a liquid crystal layer interposed between said first and second substrates; and a plurality of horizontal signal lines intersecting said vertical signal lines; and a spacer structure on said second substrate, and said spacer structure further including: at least a first type spacer having a first height, at least a second type spacer having a second height which is smaller than said first height, wherein said first type spacer comprises a first color filter layer over said second substrate, and a first column-shaped spacer over said first color filter layer, and said second type spacer comprises a second color filter layer over said second substrate, and a second column-shaped spacer over said second color filter layer, wherein said first and second color filter layers have the same thickness or height, while said first column-shaped spacer is larger in height than said second column-shaped spacer.

52. At a minimum, Giantplus has known of the '593 patent at least as early as the filing date of the complaint. In addition, Giantplus has known of the '593 patent since May 9, 2018, when Giantplus was provided access to a data room containing claim charts, including for the '593 patent.

53. Upon information and belief, since at least the above-mentioned date when Giantplus was on notice of its infringement, Giantplus has actively induced, under U.S.C. § 271(b), distributors, importers and/or consumers that purchase or sell TFT-LCD panels that include all of the limitations of one or more claims of the '593 patent to directly infringe one or more claims of the '593 patent by using, offering for sale, selling, and/or importing the TFT-LCD panels. Since at least the notice provided on the above-mentioned date, Giantplus does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '593 patent. Upon information and belief, Giantplus intends to cause, and has taken affirmative steps to induce, infringement by the distributors, importers, and/or consumers by, inter alia, creating advertisements that promote the infringing use of the TFT-LCD panels, creating established distribution channels for the TFT-LCD panels into and within the United States, manufacturing the TFT-LCD panels in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States. *See, e.g.,* About Giantplus webpage (*available at <http://www.giantplus.com.tw/en/about-us/about-giantplus>*) (showing Giantplus' "Worldwide Customers" including a North American location).

54. On information and belief, despite having knowledge of the '593 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '593 patent, Giantplus has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Giantplus' infringing activities relative to the '593 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical

infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

55. VPV has been damaged as a result of Giantplus' infringing conduct described in this Court. Giantplus is, thus, liable to VPV in an amount that adequately compensates VPV for Giantplus' infringements, 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.

INJUNCTIVE RELIEF

56. Plaintiff seeks preliminary and permanent injunctions as a result of Giantplus' infringement of the Asserted Patents. Plaintiff is likely to succeed in showing that Giantplus infringes the Asserted Patents. Because of that infringement, Plaintiff has suffered an irreparable injury, and the remedies available at law, such as monetary damages, are inadequate to compensate for that injury. For example, if Plaintiff must enforce a judgment against Giantplus in Taiwan, Plaintiff will face a historically challenging burden in persuading a Taiwanese court to enforce a judgment from a U.S. court, likely preventing Plaintiff from obtaining any monetary damages from Giantplus. Considering the balance of hardships between the Plaintiff and Giantplus, a remedy in equity is warranted; and the public interest would not be disserved by a permanent or preliminary injunction.

CONCLUSION

57. Plaintiff is entitled to recover from Giantplus the damages sustained by Plaintiff as a result of Giantplus' 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.

58. Plaintiff has incurred and will incur attorneys' fees, costs, and expenses in the prosecution of this action. The circumstances of this dispute may give rise to 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

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

PRAYER FOR RELIEF

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

1. A judgment that Giantplus has infringed the Asserted Patents as alleged herein, directly and/or indirectly by way of inducing infringement of such patents;
2. A judgment for an accounting of all damages sustained by Plaintiff as a result of the acts of infringement by Giantplus;
3. A preliminary and permanent injunction against Giantplus, its subsidiaries, or anyone acting on its behalf from making, using, selling, offering to sell, or importing any products that infringe the Asserted Patents, and any other injunctive relief the Court deems just and equitable;
4. A judgment and order requiring Giantplus to pay Plaintiff damages under 35 U.S.C. § 284, including up to treble damages as provided by 35 U.S.C. § 284, and any royalties determined to be appropriate;
5. A judgment and order requiring Giantplus to pay Plaintiff pre-judgment and post-judgment interest on the damages awarded;

6. A judgment and order finding this to be an exceptional case and requiring Giantplus to pay the costs of this action (including all disbursements) and attorneys' fees as provided by 35 U.S.C. § 285; and
7. Such other and further relief as the Court deems just and equitable.

Dated: May 23, 2019

Respectfully submitted,

/s/Patrick J. Conroy w/permission Claire A. Henry

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