

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

FLEXIWORLD TECHNOLOGIES, INC.,

Plaintiff,

v.

INDEED, INC.,

Defendant.

Case No. 1:24-cv-01254

Jury Trial Demanded

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Flexiworld Technologies, Inc., files this Original Complaint for patent infringement against Defendant Indeed, Inc., (“Defendant” or “Indeed”) alleging as follows:

BACKGROUND AND NATURE OF THE SUIT

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. This case asserts infringement of United States Reissue Patent Nos. RE46,637 (“the ’637 Patent”), RE48,066 (“the ’066 Patent”), RE49,176 (“the ’176 Patent”), and RE48,088 (“the ’088 Patent”), (collectively, “the Patents-in-Suit”).

2. The Patents-in-Suit are owned by Plaintiff, Flexiworld Technologies, Inc. (“Flexiworld” or “Plaintiff”).

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

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

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

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

7. Flexiworld's innovative work and results have been widely recognized in the industry. The company's patents have been repeatedly forward cited by major technology companies worldwide, including by Samsung, Seiko Epson, Canon, Xerox, NEC, Disney, Mattel, and others.

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

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

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

THE PARTIES

11. Flexiworld is a Washington corporation with its principal place of business at 3439 NE Sandy Blvd., #267, Portland, Oregon 97232.

12. On information and belief, Defendant Indeed, Inc. is a corporation with a headquarters at 200 West 6th Street, Floor 36, Austin, Texas 78701.

JURISDICTION AND VENUE

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

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

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

16. Indeed also maintains commercial websites accessible to residents of the State of Texas and this judicial District, through which Indeed promotes and facilitates sales of the accused products. For example, Indeed's website <https://www.indeed.com/> is accessible to consumers in the United States, including those in the State of Texas and this judicial District, where Indeed supplies information about products that can be purchased and/or used in this judicial District, including the accused products identified herein.

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

18. Indeed has committed acts of infringement in this District and has one or more regular and established places of business within this District under the language of 28 U.S.C. § 1400(b). Indeed maintains a permanent physical presence within the Western District of Texas, conducting business from at least its location on West 6th Street in Austin, Texas. *See, e.g.,* <https://www.indeed.com/cmp/Indeed/about>. On information and belief, Indeed offers support for the Accused Products (defined below) from its website and from its physical facility in Austin, Texas. Thus, venue is proper in this District with respect to Indeed under 28 U.S.C. § 1400(b).

19. In addition, on information and belief, venue is proper in this judicial district under 28 U.S.C. § 1391(b), (c) and 1400(b) because Indeed has conducted and does conduct substantial business in this forum, directly and/or through subsidiaries, agents, representatives, or intermediaries, such substantial business including but not limited to: (i) at least a portion of the

infringements alleged herein; (ii) purposefully and voluntarily placing one or more infringing products into the stream of commerce with the expectation that they will be purchased by consumers in this forum; or (iii) regularly doing or soliciting business, engaging in other persistent courses of conduct, or deriving substantial revenue from goods and services provided to individuals in Texas and this judicial district.

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

THE PATENTS-IN-SUIT

The '637 Patent

21. The '637 Patent is a reissue of U.S. Patent No. 7,099,304.

22. The '637 Patent, entitled "Apparatus, methods, and systems for data mining user information," duly and legally reissued on December 12, 2017, from U.S. Patent Application No. 13/371,318, filed on February 10, 2012, naming Christina Ying Liu and William Ho Chang as the inventors. A true and correct copy of the '637 Patent is attached hereto as Exhibit 1 and is incorporated by reference.

23. The '637 Patent claims priority to U.S. Provisional Application No. 60/230,021, filed on September 5, 2000.

24. The '637 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

25. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '637 Patent.

26. Flexiworld has standing to sue for infringement of the '637 Patent.

The '066 Patent

27. The '066 Patent is a reissue of U.S. Patent No. 7,099,304.

28. The '066 Patent, entitled "Services that are provided, at least partly, over the Internet for data mining user information," duly and legally reissued on June 23, 2020, from U.S. Patent Application No.15/838,219, filed on December 11, 2017, naming Christina Ying Liu and William Ho Chang as the inventors. A true and correct copy of the '066 Patent is attached hereto as Exhibit 2 and is incorporated by reference.

29. The '066 Patent claims priority to U.S. Patent Application No. 13/371,318, which was filed on February 10, 2012 and issued as U.S. Patent No. RE46,637. The '066 Patent also claims priority to U.S. Patent Application No. 12/199,647, which was filed on August 27, 2008 and issued as U.S. Patent No. RE43,181. The '066 Patent also claims priority to U.S. Provisional Application No. 60/230,021, filed on September 5, 2000.

30. The '066 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

31. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '066 Patent.

32. Flexiworld has standing to sue for infringement of the '066 Patent.

The '176 Patent

33. The '176 Patent is a reissue of U.S. Patent No. 7,099,304.

34. The '176 Patent, entitled "Apparatus, methods, or software for data mining user information by providing services over the Internet for connecting people," duly and legally reissued on August 16, 2022, from U.S. Patent Application No. 15/838,234, filed on December 11, 2017, naming Christina Ying Liu and William Ho Chang as the inventors. A true and correct copy of the '176 Patent is attached hereto as Exhibit 3 and is incorporated by reference.

35. The '176 Patent claims priority to U.S. Patent Application No. 13/371,318, which was filed on February 10, 2012 and issued as U.S. Patent No. RE46,637. The '176 Patent also claims priority to U.S. Patent Application No. 12/199,647 filed on August 27, 2008, and issued as U.S. Patent No. RE43,181. The '176 Patent also claims priority to U.S. Provisional Application No. 60/230,021, filed on September 5, 2000.

36. The '176 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

37. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '176 Patent.

38. Flexiworld has standing to sue for infringement of the '176 Patent.

The '088 Patent

39. The '088 Patent is a reissue of U.S. Patent No. 7,099,304.

40. The '088 Patent, entitled “Methods, devices, or applications for accessing a service provided over the Internet for connecting to another user or device, the service data mines transactions and information of its user,” duly and legally reissued on July 7, 2020, from U.S. Patent Application No. 15/839,718, filed on December 12, 2017, naming Christina Ying Liu and William Ho Chang as the inventors. A true and correct copy of the '088 Patent is attached hereto as Exhibit 4 and is incorporated by reference.

41. The '088 Patent claims priority to U.S. Patent Application No. 13/371,318, filed on February 10, 2012, and issued as U.S. Patent No. RE46,637. The '088 Patent also claims priority to U.S. Patent Application No. 12/199,647, filed on August 27, 2008, and issued as U.S. Patent No. RE43,181. The '088 Patent also claims priority to U.S. Provisional Application No. 60/230,021, filed on September 5, 2000.

42. The '088 Patent claims patent-eligible subject matter under 35 U.S.C. § 101.

43. Flexiworld is the owner and assignee of all rights, title, and interest in and under the '088 Patent.

44. Flexiworld has standing to sue for infringement of the '088 Patent.

GENERAL ALLEGATIONS

45. Indeed has not obtained a license to any of the Patents-in-Suit.

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

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

48. Indeed has infringed (literally and/or under the doctrine of equivalents), directly, indirectly, and/or through subsidiaries, agents, representatives, or intermediaries, one or more claims of one or more of the Patents-in-Suit by making, using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States products and services via its Indeed platform(s), including but not limited to various versions of its Internet-based platform with features such as Indeed Ads, Indeed Resume Project, and Indeed Instant Match, including as implemented on Indeed's web-based platform and using iOS, Android, and other apps (the "Accused Products").

49. Indeed's customers have directly infringed the Patents-in-Suit by using the Accused Products. Through its product manuals, website, instructional videos and/or sales and marketing

activities, Indeed solicited, instructed, encouraged, and aided and abetted its customers to purchase and use the Accused Products in an infringing way.

50. Attached hereto are Exhibits 5-26, and incorporated herein by reference, are representative claim charts detailing examples of how exemplary Accused Products have infringed the Patents-in-Suit according to Plaintiff's current understanding of the Accused Products.

51. On information and belief, with respect to each Patent-in-Suit Flexiworld has complied with the requirements of 35 U.S.C. § 287.

52. Since issuance of each of the Patents-in-Suit, Flexiworld has not made, offered for sale, sold, or imported a product that practices any of the Patents-in-Suit or that would otherwise require marking under 35 U.S.C. § 287.

53. Further, on information and belief, Flexiworld's licensees either did not make, offer to sell, sell, or import products that would require marking under 35 U.S.C. § 287 or otherwise did not have an obligation to mark any of their products with any of the Patents-in-Suit.

54. Flexiworld complied with the requirements of 35 U.S.C. § 287, to the extent necessary, such that Flexiworld may recover pre-suit damages.

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

COUNT I – INFRINGEMENT OF THE '637 PATENT

56. Flexiworld incorporates herein the allegations made in paragraphs 1 through 55.

57. Indeed has directly infringed one or more claims of the '637 Reissued Patent, including, for example, claims 38, 47, 53, and 67, in violation of 35 U.S.C. § 271(a) by making,

using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Products.

58. Exemplary claim charts demonstrating Indeed's infringement of the '637 Patent, as well as Indeed's customers' infringement of the '637 Patent, which has been induced by Indeed, are attached as Exhibits 5-15 and 26 and incorporated herein by reference.

59. Additionally, on information and belief, Indeed has indirectly infringed the '637 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Products and/or by instructing customers how to use the Accused Products in a way that directly infringed at least claims 38, 47, 53, and 67 of the '637 Patent.

60. Indeed has had knowledge of the '637 Patent and of its infringement of the '637 Patent through at least Flexiworld's December 29, 2021 notice letter to Indeed, a copy of which is attached hereto as Exhibit 27.

61. On information and belief, despite Indeed's knowledge of the '637 Patent and of its infringement of the '637 Patent, Indeed has not sought to remedy its infringement or sought to identify any good faith belief or any rationale or arguments as to why it does not infringe the '637 Patent.

62. As a result of Indeed's infringement of the '637 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

63. In addition, Indeed's infringing activities detailed in this Complaint and Exhibits 5-15 and 26 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights,

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

COUNT II – INFRINGEMENT OF THE '066 PATENT

64. Flexiworld incorporates herein the allegations made in paragraphs 1 through 55.

65. Indeed has directly infringed one or more claims of the '066 Patent, including, for example, claims 38 and 47, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Products.

66. Exemplary claim charts demonstrating Indeed's infringement of the '066 Patent, as well as Indeed's customers' infringement of the '066 Patent, which has been induced by Indeed, are attached as Exhibits 16-21 and incorporated herein by reference.

67. Additionally, on information and belief, Indeed has indirectly infringed the '066 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Products and/or by instructing customers how to use the Accused Products in a way that directly infringed at least claims 38 and 47 of the '637 Patent.

68. Indeed has had knowledge of the '066 Patent and of its infringement of the '066 Patent through at least Flexiworld's December 29, 2021 notice letter to Indeed, a copy of which is attached hereto as Exhibit 27.

69. On information and belief, despite Indeed's knowledge of the '066 Patent and of its infringement of the '066 Patent, Indeed has not sought to remedy its infringement or sought to identify any good faith belief or any rationale or arguments as to why it does not infringe the '066 Patent.

70. As a result of Indeed's infringement of the '066 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

71. In addition, Indeed's infringing activities detailed in this Complaint and Exhibits 16-21 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

COUNT III – INFRINGEMENT OF THE '176 PATENT

72. Flexiworld incorporates herein the allegations made in paragraphs 1 through 55.

73. Indeed has directly infringed one or more claims of the '176 Patent, including, for example, claim 38, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Products.

74. An exemplary claim chart demonstrating Indeed's infringement of the '176 Patent, as well as Indeed's customers' infringement of the '176 Patent, which has been induced by Indeed, is attached as Exhibit 22 and incorporated herein by reference.

75. Additionally, on information and belief, Indeed has indirectly infringed the '176 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused Products and/or by instructing customers how to use the Accused Products in a way that directly infringed at least claim 38 of the '176 Patent.

76. Indeed has had knowledge of the '176 Patent and of its infringement of the '176 Patent through at least Flexiworld's December 29, 2021 notice letter to Indeed, a copy of which is attached hereto as Exhibit 27.

77. On information and belief, despite Indeed's knowledge of the '176 Patent and of its infringement of the '176 Patent, Indeed has not sought to remedy its infringement or sought to identify any good faith belief or sought to present any rationale or arguments as to why it does not infringe the '176 Patent.

78. As a result of Indeed's infringement of the '176 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

79. In addition, Indeed's infringing activities detailed in this Complaint and Exhibit 22 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

COUNT IV – INFRINGEMENT OF THE '088 PATENT

80. Flexiworld incorporates herein the allegations made in paragraphs 1 through 55.

81. Indeed has directly infringed one or more claims of the '088 Patent, including, for example, claim 52, in violation of 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing into the United States infringing products including, but not limited to, the Accused Products.

82. Additionally, on information and belief, Indeed has indirectly infringed the '088 Patent in violation of 35 U.S.C. § 271(b) at least by inducing customers to purchase the Accused

Products and/or by instructing customers how to use the Accused Products in a way that directly infringes at least claim 52 of the '088 Patent.

83. Exemplary claim charts demonstrating Indeed's infringement of the '088 Patent, as well as Indeed's customers' infringement of the '088 Patent, which is induced by Indeed, are attached as Exhibits 23-25 and incorporated herein by reference.

84. Indeed has had knowledge of the '088 Patent and of its infringement of the '088 Patent through at least Flexiworld's December 29, 2021 notice letters to Indeed, a copy of which is attached hereto as Exhibit 27.

85. On information and belief, despite Indeed's knowledge of the '088 Patent and of its infringement of the '088 Patent, Indeed has not sought to remedy its infringement or sought to identify any good faith belief as to why it does not infringe the '088 Patent.

86. As a result of Indeed's infringement of the '088 Patent, Flexiworld has suffered and is owed monetary damages adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

87. In addition, Indeed's infringing activities detailed in this Complaint and Exhibits 23-25 have been willful, egregious, wanton, and deliberate in disregard to Flexiworld's rights, justifying a finding of willful infringement, enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

DEMAND FOR A JURY TRIAL

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

PRAYER FOR RELIEF

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

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

Dated: October 18, 2024

Respectfully submitted,

/s/ Timothy E. Grochocinski

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