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9 *Attorneys for Plaintiff*

10 **IN THE UNITED STATES DISTRICT COURT**
 11 **FOR THE DISTRICT OF ARIZONA**

13 OEM Group, Inc., an Arizona corporation,
 14 **Plaintiff,**
 15 vs.
 16 SEMSYSCO, Inc., a Montana corporation,
 17 and SEMSYSCO, Semiconductor Systems
 18 Corporation GmbH, a limited liability
 19 **Defendants.**

Case No.

COMPLAINT
JURY DEMAND

21 Plaintiff OEM Group, Inc. alleges:

22 **Parties, Jurisdiction, and Venue**

- 23 1. Plaintiff OEM Group, Inc. (“OEM”) is an Arizona corporation with its
 24 principal place of business in Maricopa County, Arizona.
 25 2. Defendant SEMSYSCO, Inc. is a Montana corporation with its principal
 26 place of business in Flathead County, Montana.

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1 itself out as the parent company of SEMSYSCO.

2 10. The Patents cover technology related to, among other things, systems,
3 methods and apparatuses for cleaning and etching semiconductive wafers. The wafers are
4 used in various applications. OEM is the owner by assignment of the Patents.

5 11. With global headquarters in metro Phoenix, Arizona, and additional sites
6 throughout the United States, Europe, Japan and Asia, OEM is a semiconductor capital
7 equipment manufacturer and innovator in new and remanufactured tools and services for
8 the light emitting diode (“LED”), micro-electro-mechanical systems (“MEMS”), Wireless,
9 Power, Energy Harvesting, wafer level package (“WLP”), Data Storage and Logic
10 markets.

11 12. Herbert Ötzlinger is a former employee of a company known as Semitool
12 Austria GmbH, which is now named OEM Group Austria GmbH (the “Austria GmbH”).

13 13. Over the years, the Austria GmbH produced and developed various tools
14 used to clean semiconductive wafers.

15 14. In 2009, non-party Applied Materials, Inc. purchased the Austria
16 GmbH’s parent company.

17 15. On or about May 3, 2011, Applied Materials sold the equity of the Austria
18 GmbH, along with other specified assets, to OEM and OEM’s subsidiary OEM
19 Technologies, LLC.

20 16. Mr. Ötzlinger tendered his resignation to the Austria GmbH on January 2,
21 2012.

22 17. By at least late February 2012, SEMSYSCO began to offer for sale
23 semiconductor cleaning apparatuses and systems that infringe, and/or induce or contribute
24 to, the infringement of the Patents.

25 18. On information and belief, SEMSYSCO was only able to offer the
26 infringing systems for sale so quickly because it and/or Mr. Ötzlinger stole the Austria
27 GmbH’s trade secrets and proprietary information, including the Austria GmbH’s concept
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1 configurations, templates, and technical instructions.

2 **COUNT I—Infringement of U.S. Patent No. 7,305,999**

3 19. OEM incorporates each preceding allegation herein.

4 20. SEMSYSCO directly infringes, actively induces infringement, and/or
5 contributes to the infringement of one or more claims of the ‘999 Patent within the
6 meaning of 35 U.S.C. § 271 by making, using, selling and/or offering to sell infringing
7 products and services within the United States.

8 21. SEMSYSCO directly infringes the ‘999 Patent by making, using, selling
9 and offering for sale batch tools and other products and services within the United States,
10 including, but not limited to, batch tools sold as the SAP 300, the SSP 300, and the SOP
11 300 (“the accused products”). The accused products and other of SEMSYSCO’s products
12 and services infringe the claims of the ‘999 Patent.

13 22. SEMSYSCO’s products and services at issue constitute a component of a
14 patented machine, article, manufacture, combination, or composition, or a material or
15 apparatus for use in practicing processes patented by the ‘999 Patent.

16 23. SEMSYSCO’s products and services at issue constitute a material part of
17 the invention claimed by the ‘999 Patent, and SEMSYSCO knows and has known that the
18 same are especially made or especially adapted for use in an infringement of the ‘999
19 Patent.

20 24. SEMSYSCO’s products and services at issue are not staple articles or
21 commodities of commerce suitable for substantial noninfringing use.

22 25. Others directly infringe the ‘999 Patent by making, using, selling, and/or
23 offering to sell infringing products and services within the United States.

24 26. Others directly infringe the ‘999 Patent through performance of the
25 methods claimed in the ‘999 Patent using SEMSYSCO’s products and services.

26 27. On information and belief, SEMSYSCO has actual or constructive
27 knowledge of the ‘999 Patent.

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1 28. On information and belief, SEMSYSCO knows that others infringe the
2 ‘999 Patent by making, using, selling and/or offering for sale infringing products and
3 services within the United States.

4 29. On information and belief, SEMSYSCO specifically intends to induce
5 others to infringe the ‘999 Patent and/or perform the methods claimed in the ‘999 Patent
6 by using SEMSYSCO’s products and services.

7 30. On information and belief, SEMSYSCO specifically intends and takes
8 steps to ensure that others will directly infringe the ‘999 Patent through the sale, purchase
9 and/or use of SEMSYSCO’s products and services.

10 31. SEMSYSCO’s conduct has damaged and will continue to damage OEM
11 in an amount to be proven at trial.

12 32. On information and belief, SEMSYSCO’s infringement of the ‘999 Patent
13 is and has been willful, making this case exceptional under 35 U.S.C. § 285.

14 33. SEMSYSCO threatens to continue to engage in the acts complained of
15 herein and, unless restrained and enjoined, will continue to do so, all to OEM’s irreparable
16 injury. It would be difficult to ascertain the amount of compensation that would afford
17 OEM adequate relief for such future and continuing acts, and a multiplicity of judicial
18 proceedings would be required. OEM does not have an adequate remedy at law to
19 compensate it for the injuries threatened.

20 **COUNT II—Infringement of U.S. Patent No. 6,701,941**

21 34. OEM incorporates each preceding allegation herein.

22 35. SEMSYSCO directly infringes, actively induces infringement, and/or
23 contributes to the infringement of one or more claims of the ‘941 Patent within the
24 meaning of 35 U.S.C. § 271 by making, using, selling and/or offering to sell infringing
25 products and services within the United States.

26 36. SEMSYSCO directly infringes the ‘941 Patent by making, using, selling
27 and offering for sale batch tools and other products and services within the United States,
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1 including but not limited to the SAP 300, the SSP 300, and the SOP 300 (“the accused
2 products”). The accused products and other of SEMSYSCO’s products and services
3 infringe the claims of the ‘941 Patent.

4 37. SEMSYSCO’s products and services at issue constitute a component of a
5 patented machine, article, manufacture, combination, or composition, or a material or
6 apparatus for use in practicing processes patented by the ‘941 Patent.

7 38. SEMSYSCO’s products and services at issue constitute a material part of
8 the invention claimed by the ‘941 Patent, and SEMSYSCO knows and has known that the
9 same are especially made or especially adapted for use in an infringement of the ‘941
10 Patent.

11 39. SEMSYSCO’s products and services at issue are not staple articles or
12 commodities of commerce suitable for substantial noninfringing use.

13 40. Others directly infringe the ‘941 Patent by making, using, selling, and/or
14 offering to sell infringing products and services within the United States.

15 41. Others directly infringe the ‘941 Patent through performance of the
16 methods claimed in the ‘941 Patent using SEMSYSCO’s products and services.

17 42. On information and belief, SEMSYSCO has actual or constructive
18 knowledge of the ‘941 Patent.

19 43. On information and belief, SEMSYSCO knows that others infringe the
20 ‘941 Patent by making, using, selling and/or offering for sale infringing products and
21 services within the United States.

22 44. On information and belief, SEMSYSCO specifically intends to induce
23 others to infringe the ‘941 Patent and/or perform the methods claimed in the ‘941 Patent
24 by using SEMSYSCO’s products and services.

25 45. On information and belief, SEMSYSCO specifically intends and takes
26 steps to ensure that others will directly infringe the ‘941 Patent through the sale, purchase
27 and/or use of SEMSYSCO’s products and services.

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1 46. SEMSYSCO's conduct has damaged and will continue to damage OEM
2 in an amount to be proven at trial.

3 47. On information and belief, SEMSYSCO's infringement of the '941 Patent
4 is and has been willful, making this case exceptional under 35 U.S.C. § 285.

5 48. SEMSYSCO threatens to continue to engage in the acts complained of
6 herein and, unless restrained and enjoined, will continue to do so, all to OEM's irreparable
7 injury. It would be difficult to ascertain the amount of compensation that would afford
8 OEM adequate relief for such future and continuing acts, and a multiplicity of judicial
9 proceedings would be required. OEM does not have an adequate remedy at law to
10 compensate it for the injuries threatened.

11 **COUNT III—Infringement of U.S. Patent 6,273,108**

12 49. OEM incorporates each preceding allegation herein.

13 50. SEMSYSCO directly infringes, actively induces infringement, and/or
14 contributes to the infringement of one or more claims of the '108 Patent within the
15 meaning of 35 U.S.C. § 271 by making, using, selling and/or offering to sell infringing
16 products and services within the United States.

17 51. SEMSYSCO directly infringes the '108 Patent by making, using, selling
18 and offering for sale batch tools and other products and services within the United States,
19 including but not limited to the SAP 300, the SSP 300, and the SOP 300 ("the accused
20 products"). The accused products and other of SEMSYSCO's products and services
21 infringe the claims of the '108 Patent.

22 52. SEMSYSCO's products and services at issue constitute a component of a
23 patented machine, article, manufacture, combination, or composition, or a material or
24 apparatus for use in practicing processes patented by the '108 Patent.

25 53. SEMSYSCO's products and services at issue constitute a material part of
26 the invention claimed by the '108 Patent, and SEMSYSCO knows and has known that the
27 same are especially made or especially adapted for use in an infringement of the '108
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1 Patent.

2 54. SEMSYSCO's products and services at issue are not staple articles or
3 commodities of commerce suitable for substantial noninfringing use.

4 55. Others directly infringe the '108 Patent by making, using, selling, and/or
5 offering to sell infringing products and services within the United States.

6 56. Others directly infringe the '108 Patent through performance of the
7 methods claimed in the '108 Patent using SEMSYSCO's products and services.

8 57. On information and belief, SEMSYSCO has actual or constructive
9 knowledge of the '108 Patent.

10 58. On information and belief, SEMSYSCO knows that others infringe the
11 '108 Patent by making, using, selling and/or offering for sale infringing products and
12 services within the United States.

13 59. On information and belief, SEMSYSCO specifically intends to induce
14 others to infringe the '108 Patent and/or perform the methods claimed in the '108 Patent
15 by using SEMSYSCO's products and services.

16 60. On information and belief, SEMSYSCO specifically intends and takes
17 steps to ensure that others will directly infringe the '108 Patent through the sale, purchase
18 and/or use of SEMSYSCO's products and services.

19 61. SEMSYSCO's conduct has damaged and will continue to damage OEM
20 in an amount to be proven at trial.

21 62. On information and belief, SEMSYSCO's infringement of the '108 Patent
22 is and has been willful, making this case exceptional under 35 U.S.C. § 285.

23 63. SEMSYSCO threatens to continue to engage in the acts complained of
24 herein and, unless restrained and enjoined, will continue to do so, all to OEM's irreparable
25 injury. It would be difficult to ascertain the amount of compensation that would afford
26 OEM adequate relief for such future and continuing acts, and a multiplicity of judicial
27 proceedings would be required. OEM does not have an adequate remedy at law to
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1 compensate it for the injuries threatened.

2 **COUNT IV—Infringement of U.S. Patent 6,267,125**

3 64. OEM incorporates each preceding allegation herein.

4 65. SEMSYSCO directly infringes, actively induces infringement, and/or
5 contributes to the infringement of one or more claims of the ‘125 Patent within the
6 meaning of 35 U.S.C. § 271 by making, using, selling and/or offering to sell infringing
7 products and services within the United States.

8 66. SEMSYSCO directly infringes the ‘125 Patent by making, using, selling
9 and offering for sale batch tools and other products and services within the United States,
10 including but not limited to the SAP 300, the SSP 300, and the SOP 300 (“the accused
11 products”). The accused products and other of SEMSYSCO’s products and services
12 infringe the claims of the ‘125 Patent.

13 67. SEMSYSCO’s products and services at issue constitute a component of a
14 patented machine, article, manufacture, combination, or composition, or a material or
15 apparatus for use in practicing processes patented by the ‘125 Patent.

16 68. SEMSYSCO’s products and services at issue constitute a material part of
17 the invention claimed by the ‘125 Patent, and SEMSYSCO knows and has known that the
18 same are especially made or especially adapted for use in an infringement of the ‘125
19 Patent.

20 69. SEMSYSCO’s products and services at issue are not staple articles or
21 commodities of commerce suitable for substantial noninfringing use.

22 70. Others directly infringe the ‘125 Patent by making, using, selling, and/or
23 offering to sell infringing products and services within the United States.

24 71. Others directly infringe the ‘125 Patent through performance of the
25 methods claimed in the ‘108 Patent using SEMSYSCO’s products and services.

26 72. On information and belief, SEMSYSCO has actual or constructive
27 knowledge of the ‘125 Patent.

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1 C. An award equal to the damages suffered by Plaintiff OEM resulting from
2 Defendant SEMSYSCO's infringement of the Patents, including interest and costs;

3 D. Enhanced damages in accordance with the provisions of 35 U.S.C. § 284
4 due to Defendant SEMSYSCO's willful infringement;

5 E. A finding that this case is exceptional under the provisions of 35 U.S.C.
6 § 285;

7 F. An award to Plaintiff OEM of its reasonable attorneys' fees pursuant to
8 35 U.S.C. § 285; and

9 G. That Plaintiff OEM be granted such other and further relief as the Court
10 deems just and proper.

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12 DATED this 25th day of September, 2013.

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