

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

SYNRAD, INC.

Plaintiff,

v.

IRADION LASER, INC.,

Defendant.

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

C.A. No.

JURY TRIAL DEMANDED

**COMPLAINT FOR PATENT INFRINGEMENT  
AND DEMAND FOR JURY TRIAL**

Plaintiff SYNRAD, INC. (“SYNRAD”), by its undersigned attorneys, hereby alleges as follows:

**SUBJECT MATTER JURISDICTION**

1. This is an action for patent infringement arising under the patent laws of the United States, Title 35, U.S.C., by SYNRAD against Defendant IRADION LASER, INC. (“IRADION”).

2. This Court has original, exclusive subject matter jurisdiction over this action pursuant to the provisions of 28 U.S.C. §§ 1331 and 1338(a).

**PARTIES, IN PERSONAM JURISDICTION, AND VENUE**

3. Founded in 1984, SYNRAD is a corporation duly organized and existing under the laws of the State of Washington with its principal place of business at 4600 Campus Place, Mukilteo, WA 98275.

4. IRADION is a corporation organized in 2007 and existing under the laws of the State of Delaware with a place of business at 51 Industrial Drive, North Smithfield, RI 02896.

5. IRADION is registered with the Delaware Department of State: Division of Corporations, as a domestic general corporation.

6. IRADION has a Registered Agent in the State of Delaware, namely, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

7. IRADION is engaged in or transacts business in the State of Delaware, including business relating to the acts of patent infringement alleged in this Complaint.

8. This Court may exercise *in personam* jurisdiction over IRADION.

9. Venue is proper under 28 U.S.C. §§ 1391(b) and (c), and 1400(b).

**FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

10. SYNRAD manufactures and sells CO<sub>2</sub> lasers, and is recognized as a leader in the development of sealed CO<sub>2</sub> lasers and electro-optics technologies, with over 200,000 SYNRAD lasers in use throughout the world in cutting and engraving machines, laser marking systems, and custom laser processing tools in virtually every industrial marketplace.

11. On March 6, 2001, United States Patent No. US 6,198,759 B1 entitled LASER SYSTEM AND METHOD FOR BEAM ENHANCEMENT (the “Broderick *et al.* Patent”), was duly and legally issued to SYNRAD as assignee. A copy of the Broderick *et al.* Patent is attached hereto as Exhibit A.

12. On September 2, 2003, United States Patent No. US 6,614,826 B1 entitled LASER SYSTEM AND METHOD FOR GAIN MEDIUM WITH OUTPUT BEAM TRANSVERSE PROFILE TAILORING LONGITUDINAL STRIPS (the “Bethel *et al.* Patent”), was duly and legally issued to SYNRAD as assignee. A copy of the Bethel *et al.* Patent is attached hereto as Exhibit B.

13. SYNRAD has continuously and systematically complied with the patent marking provisions of 35 U.S.C. § 287 at all relevant times and with respect to both the Broderick *et al.* Patent and the Bethel *et al.* Patent.

14. On May 31, 2012, the World Intellectual Property Organization, International Bureau, published International Publication No. WO 2012/071161 A2 of Clifford E. Morrow *et al.* entitled CERAMIC GAS LASER HAVING AN INTEGRATED BEAM SHAPING WAVEGUIDE (the “Morrow *et al.* Publication”).

15. Upon information and belief, the Morrow *et al.* Publication is owned by IRADION.

16. The Morrow *et al.* Publication is related to U.S. Patent Application Serial No. 12/952,289 filed by IRADION on November 23, 2010, which was issued as United States Patent No. US 8,295,319 B2 (the “Morrow *et al.* Patent”) to IRADION on October 23, 2012. A copy of the Morrow *et al.* Patent is attached hereto as Exhibit C.

17. Upon information and belief, the Morrow *et al.* Publication and the Morrow *et al.* Patent accurately describe certain aspects of at least some of IRADION’s gas laser products.

18. On or about September 18, 2014, IRADION published on its website (iradionlaser.com) a “White Paper” titled “Interfacing Optical Systems with Iradion CO<sub>2</sub> Lasers” (the “2014 White Paper”). A copy of the 2014 White Paper is attached hereto as Exhibit D.

19. Upon information and belief, the 2014 White Paper further accurately describes certain aspects of at least some of IRADION’s gas laser products. The 2014 White Paper states that IRADION uses the method of the Morrow *et al.* Patent in some of its gas laser products.

20. Upon information and belief, IRADION manufactures at least some of its gas laser products in the United States.

21. Upon discovering the Morrow *et al.* Publication in 2012, SYNRAD gave written notice to IRADION that manufacture, use, offer for sale, sale and/or importation into the United States of CO<sub>2</sub> lasers constructed in accordance with the drawings and associated written description of the Morrow *et al.* Publication would infringe numerous claims of the Bethel *et al.* Patent and, depending on the actual dimensions of the portion of the waveguide that functions to modify a transverse profile of the output laser beam, also several claims of the Broderick *et al.* Patent.

22. SYNRAD also sought IRADION's assurances that IRADION had not made, used, offered for sale, sold or imported into the United States any gas lasers constructed in accordance with the drawings and associated written description of the Morrow *et al.* Publication, and that IRADION would not do so prior to the simultaneous expiration of the Bethel *et al.* and Broderick *et al.* Patents.

23. In 2012, IRADION represented to SYNRAD that it was not making gas lasers in accordance with the drawings and associated written description of the Morrow *et al.* Publication.

24. In 2012, SYNRAD sought from IRADION some evidence to support the requested assurances, which evidence SYNRAD agreed to receive and hold in confidence.

25. On July 30, 2012, IRADION stated through its counsel that a "simple inspection of the Iradion 156 or Iradion 154 (which may be obtained by purchasing any Trotec Produktions product including the Iradion 156 or Iradion 154)" would confirm non-infringement.

26. On August 10, 2012, IRADION stated through its counsel: "We do not believe further correspondence on this matter would be helpful."

27. On August 14, 2012, SYNRAD offered "to purchase either an Iradion 154 or 156

laser at its customary commercial price,” which offer was refused by IRADION.

28. On September 13, 2012, SYNRAD filed a complaint for patent infringement against IRADION alleging infringement of SYNRAD’s Broderick *et al.* Patent and Bethel *et al.* Patent (the “2012 Complaint”). A copy of the 2012 Complaint is attached as Exhibit E.

29. Subsequently, IRADION sent to SYNRAD a certain item purporting to be a component part common to both the Iradion 156 or Iradion 154 gas laser. Upon inspection of the component part received by SYNRAD from IRADION, SYNRAD confirmed IRADION’s representation that the Iradion 154 and Iradion 156 gas lasers were not made in accordance with the drawings and associated written description of the Morrow *et al.* Publication.

30. SYNRAD dismissed the 2012 Complaint against IRADION pursuant to Rule 41(a), Fed. R. Civ. P., without prejudice.

31. Recently, SYNRAD obtained and inspected an Iradion 1510 gas laser and discovered that it is designed, manufactured, and constructed in a manner different than the manner in which IRADION represented in 2012 that the Iradion 156 or Iradion 154 gas laser was designed, manufactured, and constructed.

32. Further recent investigation led SYNRAD to discover the 2014 White Paper, which notes that at least some of IRADION’s gas laser products are, in fact, designed, manufactured, and constructed in accordance with the drawings and associated written description of the Morrow *et al.* Patent, and thus by necessity of the Morrow *et al.* Publication, as well, contrary to both the assurances made by IRADION in 2012 and at odds with the sample component part sent by IRADION to SYNRAD in 2012.

33. Upon information and belief, in 2012 IRADION intentionally, deceitfully, and fraudulently misled SYNRAD to believe that the sample component part sent to SYNRAD for

the purpose of demonstrating IRADION's non-infringement of the Broderick *et al.* Patent and the Bethel *et al.* Patent was representative of all of IRADION's gas laser products when, in fact, IRADION had actual knowledge that it was also making and selling other gas lasers in accordance with the drawings and associated written description of the Morrow *et al.* Publication, as originally suspected by SYNRAD.

**COUNT I – PATENT INFRINGEMENT**

**(U.S. Patent No. US 6,198,759 B1 of Broderick *et al.*)**

34. The allegations of Paragraphs 1-33 are repeated and realleged as if fully set forth in this Count I of the Complaint.

35. IRADION continues, after notice of infringement and without authority, to manufacture in the United States, use, offer to sell, sell, and export from the United States, gas lasers including at least the Iradion 1510 gas laser, said gas laser being constructed in accordance with the drawings and associated written description of the Morrow *et al.* Patent.

36. IRADION has thus infringed and is continuing to infringe the Broderick *et al.* Patent.

37. IRADION's infringement of the Broderick *et al.* Patent has been willful.

38. IRADION has taken knowing, willful, active, deceitful steps to mislead SYNRAD into believing that IRADION was not infringing the Broderick *et al.* Patent.

39. IRADION, by its actions, has made clear that IRADION will continue to infringe the Broderick *et al.* Patent unless enjoined by this Court.

40. By reason of IRADION's acts of patent infringement as alleged above, SYNRAD has suffered and is suffering and will continue to suffer legal injury and damages, including impairment of the value of its Broderick *et al.* Patent, in an amount yet to be determined.

41. IRADION's acts of patent infringement as alleged above are causing irreparable harm to SYNRAD and will continue to cause further irreparable harm to SYNRAD unless permanently enjoined by this Court.

**COUNT II – PATENT INFRINGEMENT**

**(U.S. Patent No. US 6,614,826 B1 of Bethel *et al.*)**

42. The allegations of Paragraphs 1-33 are repeated and realleged as if fully set forth in this Count II of the Complaint.

43. IRADION continues, after notice of infringement and without authority, to manufacture in the United States, use, offer to sell, sell, and export from the United States, gas lasers including at least the Iradion 1510 gas laser, said gas laser being constructed in accordance with the drawings and associated written description of the Morrow *et al.* Patent.

44. IRADION has thus infringed and is continuing to infringe the Bethel *et al.* Patent.

45. IRADION's infringement of the Bethel *et al.* Patent has been willful.

46. IRADION has taken knowing, willful, active, deceitful steps to mislead SYNRAD into believing that IRADION was not infringing the Bethel *et al.* Patent.

47. IRADION, by its actions, has made clear that IRADION will continue to infringe the Bethel *et al.* Patent unless enjoined by this Court.

48. By reason of IRADION's acts of patent infringement as alleged above, SYNRAD has suffered and is suffering and will continue to suffer legal injury and damages, including impairment of the value of its Bethel *et al.* Patent, in an amount yet to be determined.

49. IRADION's acts of patent infringement as alleged above are causing irreparable harm to SYNRAD and will continue to cause further irreparable harm to SYNRAD unless permanently enjoined by this Court.

**PRAYER FOR RELIEF**

WHEREFORE, SYNRAD respectfully prays:

- A. That judgment be entered against IRADION, and in favor of SYNRAD;
- B. That IRADION, and its successors, assigns, officers, directors, agents, servants, employees, attorneys, confederates, and all persons and/or entities acting for, with, by, through, or in concert with them, or any of them, be permanently enjoined from infringing SYNRAD's United States Patents No. US 6,198,759 B1 to Broderick *et al.* and/or 6,614,826 B1, including but not limited to being enjoined from:
  - i. manufacturing, using, offering to sell, selling, and exporting its gas laser products that are constructed in accordance with the drawings and associated written description of the Morrow *et al.* Patent, or any colorable imitation thereof, within and/or from the United States, or
  - ii. supplying or causing to be supplied in or from the United States all or a substantial portion of the components of the inventions of SYNRAD's United States Patent No. US 6,198,759 B1 to Broderick *et al.* and/or 6,614,826 B1 to Bethel *et al.*, or any colorable imitations thereof, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the aforesaid patent if such combination occurred within the United States; or
  - iii. inducing others to do any of (i) or (ii) above;

- C. That an award of damages for patent infringement, including pre- and post-judgment interest, in an amount to be determined at trial, be made against IRADION, and in favor of SYNRAD;
- D. That the Court declare IRADION's infringement to be willful;
- E. That the Court award to SYNRAD and against IRADION enhanced damages, up to trebling, due to IRADION's willful infringement, pursuant to the Patent Act, 35 U.S.C. § 284;
- F. That the Court declare this case to be "exceptional" within the meaning of the Patent Act, 35 U.S.C. § 285;
- G. That the Court award SYNRAD its reasonable attorneys' fees, expenses and costs in view of the exceptional nature of the case; and
- H. That the Court award such other and further relief as it may deem appropriate and equitable under the circumstances.

**JURY TRIAL DEMANDED**

SYNRAD demands a trial by jury on all issues so triable.

Dated: November 9, 2015  
Wilmington, Delaware

**CHIPMAN BROWN CICERO & COLE, LLP**

/s/ Paul D. Brown  
Paul D. Brown (No. 3903)  
1007 North Orange Street, Suite 1110  
Wilmington, Delaware 19801  
Telephone: (302) 295-0191  
Facsimile: (302) 295-0199  
Email: [brown@chipmanbrown.com](mailto:brown@chipmanbrown.com)

-and-

Peter C. Schechter  
OSHA LIANG LLP  
Two Houston Center  
909 Fannin Street  
Houston, Texas 77010  
Telephone: (713) 228-8600  
Facsimile: (713) 228-8778  
Email: [schechter@oshaliang.com](mailto:schechter@oshaliang.com)

*Attorneys for Plaintiff, SYNRAD, INC.*