

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

RAH COLOR TECHNOLOGIES LLC,

Plaintiff,

v.

RICOH USA INC.,

Defendant.

Civil Action

No. 2:15-05203-JCJ

JURY TRIAL DEMANDED

AMENDED COMPLAINT

This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code and relates to seven U.S. patents owned by RAH Color Technologies LLC (“RAH Color Technologies”): U.S. Patent Nos. 6,995,870; 7,280,251; 7,729,008; 7,830,546; 8,416,444; 8,760,704; 8,817,314 (collectively, the “Patents-in-Suit”).

THE PARTIES

1. Plaintiff RAH Color Technologies is a limited liability company organized under the laws of the Commonwealth of Virginia. RAH Color Technologies maintains an office at 7012 Colgate Drive, Alexandria, Virginia 22307. RAH Color Technologies owns numerous United States patents generally related to the field of color management. Dr. Richard A. Holub manages RAH Color Technologies and is an original inventor of the Patents-in-Suit.

2. Defendant Ricoh USA Inc. (“Ricoch”) is a Pennsylvania corporation that maintains its principal place of business at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355. Ricoh imports, uses, makes, sells, and/or offers to sell printer and

camera hardware and software that employ color measurement and management techniques in the U.S.

JURISDICTION AND VENUE

3. This Complaint states causes of action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 100 *et seq.*, and, more particularly 35 U.S.C. § 271.

4. This Court has subject matter jurisdiction of this action under 28 U.S.C. §§ 1331 and 1338(a) in which the district courts have original and exclusive jurisdiction of any civil action for patent infringement.

5. Personal jurisdiction is proper because Ricoh is transacting business in this jurisdiction, Ricoh's principal place of business is in this District, and Ricoh is organized as a corporation under the laws of Pennsylvania.

6. Venue is proper in this District under 28 U.S.C. §§1391(b) and (c), and 1400(b).

BACKGROUND FACTS REGARDING RAH COLOR TECHNOLOGIES

7. RAH Color Technologies is owned by Dr. Richard A. Holub, who is an original inventor of all its patent assets. Dr. Holub holds a Ph.D. in Neurophysiology and has studied and worked extensively in the fields of vision and color reproduction for over forty years.

8. For example, between about 1983 and 1994, Dr. Holub worked for several leading companies including Eastman Kodak (following its acquisition of Eikonix Corp., which Dr. Holub joined in '83), Agfa/Bayer and SuperMac Technologies where he

served as Chief Color Scientist, Technology Consultant, and Principal Engineer, respectively, and had responsibility for developing and/or managing development of color technologies for new products.

9. Dr. Holub has additionally been a leader in development, research, and education in the graphic arts industry.

10. For example, for ten consecutive years beginning in 1993-94, Dr. Holub was elected to and served on the Board of Directors of The Technical Association of the Graphic Arts (“TAGA”), now a part of the Printing Industries of America. For nine of those ten years, Dr. Holub was an officer, serving three years as Technical Vice President and Papers Chair, two years as Executive Vice President, two years as President and two as Immediate Past President. During his three years as Technical VP, Dr. Holub organized four technical conferences, including TAGA’s first-ever international conference, and, in addition, TAGA’s contributions to the Graphic Arts Show Company’s “Conceppts” Conference in two successive years.

11. Between 1995 and 1998, Dr. Holub taught in various instructional programs at Rochester Institute of Technology, especially taking responsibility for research methods courses offered to Master’s students pursuing the technology concentration in the School of Printing Management and Sciences. During that time he served on thesis committees for a number of students in the Master’s program. Many graduates of that program hold significant positions in the publishing and printing industries. In addition, during the early 1990’s, Dr. Holub served as a key technical contributor to early standards developed by CGATS, the Committee for Graphic Arts Technical Standards.

12. Spanning almost two decades, Dr. Holub's R&D work (alone and with collaborators) resulted in 11 papers presented to TAGA's Annual Technical Conference, all of which subsequently appeared in published Conference Proceedings. His research also resulted in the contribution of at least four (4) important papers to refereed journals, including the Journal of Imaging Technology and Color Research and Application, as well as contributions to symposia organized by The Society for Imaging Science and Technology (IS&T), the Society of Photo-Optical Instrumentation Engineers (SPIE), and the Institute of Electrical and Electronics Engineers (IEEE).

13. In 1994, Dr. Holub began work on a new business that would leverage inventive developments in color measurement, imaging system architecture, user-interface and color reproduction technologies to implement open and accurate color reproduction in a networked environment. Over the next several years, Dr. Holub rented laboratory/demo space from RIT Research Corp., hired students from the Rochester Institute of Technology as well as software and hardware contractors to assist him in developing a first product prototype. The prototype combined instrumentation for fully automatic display calibration with software support for highly accurate soft-proofing. During this time, he also prepared and filed the first two in a series of significant patent disclosures to cover implementations of inventive concepts.

14. Dr. Holub formed Imagicolor Corporation in 1998 to commercialize his prototype described above in paragraph 13. Further efforts at business development continued, however, investment did not materialize and Imagicolor was eventually dissolved.

15. Though commercialization of the prototype did not come to fruition, Dr. Holub continued to innovate, and pursue patents on those innovations, with the United States Patent Office. In 2005, RAH Color Technologies LLC was formed as a vehicle for an on-going licensing program for companies whose products depend on Dr. Holub's innovations.

**BACKGROUND FACTS REGARDING
THE RAH COLOR TECHNOLOGIES PATENT PORTFOLIO**

16. The United States Patent Office has awarded Dr. Holub 27 patents to date, including the following Patents-in-Suit:

- United States Patent No. 6,995,870, entitled "System for Distributing and Controlling Color Reproduction at Multiple Sites" (the '870 patent) (Exhibit 1);
- United States Patent No. 7,280,251, entitled "System and Method for Calibrating Color Printers" (the '251 patent) (Exhibit 2);
- United States Patent No. 7,729,008, entitled "System for Distributing and Controlling Color Reproduction at Multiple Sites" (the '008 patent) (Exhibit 3);
- United States Patent No. 7,830,546, entitled "System for Distributing and Controlling Color Reproduction at Multiple Sites" (the '546 patent) (Exhibit 4);
- United States Patent No. 8,416,444, also entitled "System for Distributing and Controlling Color Reproduction at Multiple Sites" (the '444 patent) (Exhibit 5);
- United States Patent No. 8,760,704, also entitled "System for Distributing and Controlling Color Reproduction at Multiple Sites" (the '704 patent) (Exhibit 6).
- United States Patent No. 8,817,314, also entitled "System for Distributing and Controlling Color Reproduction at Multiple Sites" (the '314 patent) (Exhibit 7).

17. The United States Patent Office has considered nearly 500 references during the prosecution of Dr. Holub's patent applications. Additionally, hundreds of subsequently filed patent applications by third parties have cited to Dr. Holub's patents, including some by defendant Ricoh.

18. RAH Color Technologies has licensed the technology covered by its patents to five of the largest manufacturers of color imaging and printing products for consumer and professional segments in the world. RAH Color Technologies has also licensed its innovations to an additional manufacturer with extensive experience in the color measurement and management space. Additionally, 13 major companies have entered into end-user license agreements. These industry-leading companies have each recognized the contributions Dr. Holub has made to the fields of color management, remote proofing, and measurement and control of color product quality.

19. All right, title, and interest in the Patents-in-Suit are held by RAH Color Technologies.

RICOH'S AWARENESS OF THE PATENTS-IN-SUIT

20. On October 20, 2014, counsel for RAH Color Technologies sent a letter to Ricoh offering it a license to RAH Color Technologies' patented technology (letter incorporated herein by reference). Each Ricoh product identified in this Complaint as using the technology claimed by the Patents-in-Suit was brought to Ricoh's attention in the October 20, 2014 letter.

21. After an initial confirmation of having received the materials, Ricoh has not responded to subsequent efforts to engage in substantive licensing discussions as of the filing of the original complaint.

PRODUCTS AT ISSUE

22. Accurate color measurement and management is central to the products made, imported, used, sold, and/or offered for sale in the U.S. by Ricoh. These products include hardware, software, printers, and cameras that, alone or in combination, infringe various claims of the Patents-in-Suit. Additionally, Ricoh provides business services, such as System Integration, Consulting and Training and related Color Management Services (collectively “Color Management Services”), which are provided on a subscription basis, and infringe various claims of the Patents-in-Suit.

FIRST CLAIM FOR RELIEF **(Infringement of the ‘870 patent)**

23. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 22 of this Complaint as though set forth in full herein.

24. Ricoh and the products that it manufactures and sells infringe, either directly or by inducement, at least the following claims of the ‘870 patent: 19, 20, 21, 22, 23, 25, 27, and 28.

25. The group of infringing products includes, but is not limited to, the following:

- Ricoh Pro C651EX with Fiery E-41A Controller alone or with Color Profiler Suite
- Ricoh Pro C751 with Fiery E-41A Controller alone or with Color Profiler Suite
- Ricoh Pro C751EX with Fiery E-41A Controller alone or with Color Profiler Suite
- Ricoh Pro C901/C901s Graphic Arts with Fiery E-42 Print Controller alone or with Color Profiler Suite
- Ricoh Pro C901/C901s Graphic Arts with Fiery E-82 Print Controller alone or with Color Profiler Suite
- Ricoh Pro C5100s/C5110s with Fiery E-22B Color Controller alone or with Color Profiler Suite
- Ricoh Pro C5100s/C5110s with Fiery E-42B Color Controller alone or with Color Profiler Suite

- Ricoh MP C8002 with Fiery E-22B Color Controller alone or with Color Profiler Suite
- Ricoh MP C6502 with Fiery E-22B Color Controller alone or with Color Profiler Suite
- Ricoh MP C6003 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh MP C5503 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh MP C4503 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh MP C3503 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh MP C3003 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- TotalFlow Production Manager
- Ricoh Color Management Services

26. Ricoh is directly infringing and continues to infringe the '870 patent by making, importing, using, selling, and/or offering for sale products and technology identified in paragraph 25 that embody and/or practice claims of the '870 patent in violation of 35 U.S.C. § 271(a).

27. In addition, Ricoh induces and continues to induce others to infringe the claims of the '870 patent in violation of 35 U.S.C. § 271(b).

28. With knowledge of the '870 patent, Ricoh has encouraged direct infringers to infringe one or more claims of the '870 patent. Through the distribution of the products identified in paragraph 25, instruction manuals (both in printed form and those materials distributed over and accessible on the Internet), user interfaces, and other materials, such encouragement includes but is not necessarily limited to instructing purchasers and users of the products identified in paragraph 25 to use the provided software in combination with a networked computer system, a color input device (e.g., camera), and/or color rendering devices (e.g., printer) to provide improved color matching at the color rendering devices.

29. By providing instruction to users to combine the Ricoh hardware and software as described in paragraph 28 and to use those products in combination for their intended purpose, Ricoh is instructing its users to infringe one or more claims of the '870 patent.

30. As evidenced by the actions set forth above, Ricoh had and has the specific intent to induce others to infringe the '870 patent.

31. Ricoh's conduct is willful and deliberate.

32. As a direct and proximate result of Ricoh's acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

SECOND CLAIM FOR RELIEF
(Infringement of the '251 patent)

33. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 22 of this Complaint as though set forth in full herein.

34. Ricoh and the products that it manufactures and sells infringe, either directly or by inducement, at least one or more of the following claims of the '251 patent: 9, 19, 20, 21, and 22.

35. The group of infringing products includes, but not limited to, the following:

- Ricoh Pro C651EX with Fiery E-41A Controller alone or with Color Profiler Suite
- Ricoh Pro C751 with Fiery E-41A Controller alone or with Color Profiler Suite
- Ricoh Pro C751EX with Fiery E-41A Controller alone or with Color Profiler Suite
- Ricoh Pro C901/C901s Graphic Arts with Fiery E-42 Print Controller alone or with Color Profiler Suite
- Ricoh Pro C901/C901s Graphic Arts with Fiery E-82 Print Controller alone or with Color Profiler Suite

- Ricoh Pro C5100s/C5110s with Fiery E-22B Color Controller alone or with Color Profiler Suite
- Ricoh Pro C5100s/C5110s with Fiery E-42B Color Controller alone or with Color Profiler Suite
- Ricoh MP C8002 with Fiery E-22B Color Controller alone or with Color Profiler Suite
- Ricoh MP C6502 with Fiery E-22B Color Controller alone or with Color Profiler Suite
- Ricoh MP C6003 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh MP C5503 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh MP C4503 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh MP C3503 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh MP C3003 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- TotalFlow Production Manager
- Ricoh Color Management Services

36. On information and belief, Ricoh is directly infringing and continues to infringe the ‘251 patent by making, importing, using, selling, and/or offering for sale products and technology identified in paragraph 35 that embodies and/or practices claims of the ‘251 patent in violation of 35 U.S.C. § 271(a).

37. In addition, Ricoh induces and continues to induce others to infringe the claims of the ‘251 patent in violation of 35 U.S.C. § 271(b).

38. With knowledge of the ‘251 patent, Ricoh has encouraged direct infringers to infringe one or more claims of the ‘251 patent. Through the distribution of the products identified in paragraph 35, instruction manuals (both in printed form and those materials distributed over and accessible on the Internet), user interfaces, and other materials, such encouragement includes but is not necessarily limited to instructing purchasers and users of the products identified in paragraph 35 to use the provided

software in combination with a networked computer system, and color rendering devices (e.g., printer) to render matching color reproductions at the devices.

39. By providing instruction to users to combine the Ricoh hardware and software as described in paragraph 38 and to use those products in combination for their intended purpose, Ricoh is instructing its users to infringe one or more claims of the ‘251 patent.

40. As evidenced by the actions set forth above, Ricoh had and has the specific intent to induce others to infringe the ‘251 patent.

41. Ricoh’s conduct is willful and deliberate.

42. As a direct and proximate result of Ricoh’s acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

THIRD CLAIM FOR RELIEF
(Infringement of the ‘008 patent)

43. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 22 of this Complaint as though set forth in full herein.

44. Ricoh and the products that it manufactures and sells infringe, either directly or by inducement, at least one or more of the following claims of the ‘008 patent: 62, 63, 64, 66, 69, 73, 74, 75, and 76.

45. The group of infringing products includes, but is not limited to, the following:

- Ricoh VC60000 Continuous Feed InkJet Press with TotalFlow Print Server R600A
- Ricoh Pro C651EX with Fiery E-41A Controller alone or with Color Profiler Suite
- Ricoh Pro C751 with Fiery E-41A Controller alone or with Color Profiler Suite
- Ricoh Pro C751EX with Fiery E-41A Controller alone or with Color Profiler Suite

- Ricoh Pro C901/C901s Graphic Arts with Fiery E-42 Print Controller alone or with Color Profiler Suite
- Ricoh Pro C901/C901s Graphic Arts with Fiery E-82 Print Controller alone or with Color Profiler Suite
- Ricoh Pro C5100s/C5110s with Fiery E-22B Color Controller alone or with Color Profiler Suite
- Ricoh Pro C5100s/C5110s with Fiery E-42B Color Controller alone or with Color Profiler Suite
- Ricoh MP C8002 with Fiery E-22B Color Controller alone or with Color Profiler Suite
- Ricoh MP C6502 with Fiery E-22B Color Controller alone or with Color Profiler Suite
- Ricoh MP C6003 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh MP C5503 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh MP C4503 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh MP C3503 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh MP C3003 with Fiery E-22C Color Controller alone or with Color Profiler Suite
- Ricoh TotalFlow Production Manager
- Ricoh Color Management Services

46. On information and belief, Ricoh is directly infringing and continues to infringe the '008 patent by making, importing, using, selling, and/or offering for sale products and technology identified in paragraph 45 that embodies and/or practices claims of the '008 patent in violation of 35 U.S.C. § 271(a).

47. In addition, Ricoh induces and continues to induce others to infringe the claims of the '008 patent in violation of 35 U.S.C. § 271(b).

48. With knowledge of the '008 patent, Ricoh has encouraged direct infringers to infringe one or more claims of the '008 patent. Through the distribution of the products identified in paragraph 45, instruction manuals (both in printed form and those materials distributed over and accessible on the Internet), user interfaces, and other materials, such encouragement includes but is not necessarily limited to instructing

purchasers and users of the products identified in paragraph 45 to use the identified software in combination with a networked computer system and an output device (e.g., printer, display) to control rendering of that output device.

49. By providing instruction to users to combine the Ricoh hardware and software as described in paragraph 48, and to use those products in combination for their intended purpose, Ricoh is instructing its users to infringe one or more claims of the '008 patent.

50. As evidenced by the actions set forth above, Ricoh had and has the specific intent to induce others to infringe the '008 patent.

51. Ricoh's conduct is willful and deliberate.

52. As a direct and proximate result of Ricoh's acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

FOURTH CLAIM FOR RELIEF
(Infringement of the '546 patent)

53. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 22 of this Complaint as though set forth in full herein.

54. Ricoh and the products that it manufactures and sells infringe, either directly or by inducement, at least one or more of the following claims of the '546 patent: 1, 2, 3, 4, 6, 8, 12, and 13.

55. The group of infringing products includes, but is not limited to, the following:

- Pentax 645Z and 645D Medium Format Digital SLR Cameras
- Pentax K-series Digital SLR Cameras
- Pentax Q-series SL-interchangeable-lens Digital Still Cameras

- Pentax X-series Digital Compact Cameras
- Pentax WG-series Digital Compact Cameras

56. On information and belief, Ricoh is directly infringing and continues to infringe the '546 patent by making, importing, using, selling, and/or offering for sale products and technology identified in paragraph 55 that embodies and/or practices claims of the '546 patent in violation of 35 U.S.C. § 271(a).

57. In addition, Ricoh induces and continues to induce others to infringe the claims of the '546 patent in violation of 35 U.S.C. § 271(b).

58. With knowledge of the '546 patent, Ricoh has encouraged direct infringers to infringe one or more claims of the '546 patent. Through the distribution of the products identified in paragraph 55, instruction manuals (both in printed form and those materials distributed over and accessible on the Internet), user interfaces, and other materials, such encouragement includes but is not necessarily limited to instructing purchasers and users of the products identified in paragraph 55 to use the identified cameras and provided software in combination to capture and process a color image.

59. By providing instruction to users to use the Ricoh hardware and software as described in paragraph 58, and to use those products in combination for their intended purpose, Ricoh is instructing its users to infringe one or more claims of the '546 patent.

60. As evidenced by the actions set forth above, Ricoh had and has the specific intent to induce others to infringe the '546 patent.

61. Ricoh's conduct is willful and deliberate.

62. As a direct and proximate result of Ricoh's acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

FIFTH CLAIM FOR RELIEF
(Infringement of the '444 patent)

63. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 22 of this Complaint as though set forth in full herein.

64. Ricoh and the products that it manufactures and sells infringe, either directly or by inducement, at least one or more of the following claims of the '444 patent: 11, 13, 15, 19, 20, and 21.

65. The group of infringing products includes, but is not limited to, the following:

- Ricoh VC60000 Continuous Feed InkJet Press with TotalFlow Print Server R600A
- Ricoh Pro C651EX with Fiery E-41A Controller and Color Profiler Suite
- Ricoh Pro C751 with Fiery E-41A Controller and Color Profiler Suite
- Ricoh Pro C751EX with Fiery E-41A Controller and Color Profiler Suite
- Ricoh Pro C901/C901s Graphic Arts with Fiery E-42 Print Controller and Color Profiler Suite
- Ricoh Pro C901/C901s Graphic Arts with Fiery E-82 Print Controller and Color Profiler Suite
- Ricoh Pro C5100s/C5110s with Fiery E-22B Color Controller and Color Profiler Suite
- Ricoh Pro C5100s/C5110s with Fiery E-42B Color Controller and Color Profiler Suite
- Ricoh MP C8002 with Fiery E-22B Color Controller and Color Profiler Suite
- Ricoh MP C6502 with Fiery E-22B Color Controller and Color Profiler Suite
- Ricoh MP C6003 with Fiery E-22C Color Controller and Color Profiler Suite
- Ricoh MP C5503 with Fiery E-22C Color Controller and Color Profiler Suite
- Ricoh MP C4503 with Fiery E-22C Color Controller and Color Profiler Suite
- Ricoh MP C3503 with Fiery E-22C Color Controller and Color Profiler Suite
- Ricoh MP C3003 with Fiery E-22C Color Controller and Color Profiler Suite
- Ricoh TotalFlow Production Manager
- Ricoh Color Management Services

66. On information and belief, Ricoh is directly infringing and continues to infringe the '444 patent by making, importing, using, selling, and/or offering for sale products and technology identified in paragraph 65 that embodies and/or practices claims of the '444 patent in violation of 35 U.S.C. § 271(a).

67. In addition, Ricoh induces and continues to induce others to infringe the claims of the '444 patent in violation of 35 U.S.C. § 271(b).

68. With knowledge of the '444 patent, Ricoh has encouraged direct infringers to infringe one or more claims of the '444 patent. Through the distribution of the products identified in paragraph 65, instruction manuals (both in printed form and those materials distributed over and accessible on the Internet), user interfaces, and other materials, such encouragement includes but is not necessarily limited to instructing purchasers and users of the products identified in paragraph 65 to use the provided software in combination with a networked computer system to insure interoperability for color-matched rendering by networked rendering devices.

69. By providing instruction to users to combine the hardware and software as described in paragraph 68, and to use those products in combination for their intended purpose, Ricoh is instructing its users to infringe one or more claims of the '444 patent.

70. As evidenced by the actions set forth above, Ricoh had and has the specific intent to induce others to infringe the '444 patent.

71. Ricoh's conduct is willful and deliberate.

72. As a direct and proximate result of Ricoh's acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

SIXTH CLAIM FOR RELIEF
(Infringement of the '704 patent)

73. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 22 of this Complaint as though set forth in full herein.

74. Ricoh and the products that it manufactures and sells infringe, either directly or by inducement, at least one or more of the following claims of the '704 patent: 29, 30, 32, 34, and 35.

75. The group of infringing products includes, but is not limited to, the following:

- Ricoh Pro C651EX with Fiery E-41A Controller and Color Profiler Suite
- Ricoh Pro C751 with Fiery E-41A Controller and Color Profiler Suite
- Ricoh Pro C751EX with Fiery E-41A Controller and Color Profiler Suite
- Ricoh Pro C901/C901s Graphic Arts with Fiery E-42 Print Controller and Color Profiler Suite
- Ricoh Pro C901/C901s Graphic Arts with Fiery E-82 Print Controller and Color Profiler Suite
- Ricoh Pro C5100s/C5110s with Fiery E-22B Color Controller and Color Profiler Suite
- Ricoh Pro C5100s/C5110s with Fiery E-42B Color Controller and Color Profiler Suite
- Ricoh MP C8002 with Fiery E-22B Color Controller and Color Profiler Suite
- Ricoh MP C6502 with Fiery E-22B Color Controller and Color Profiler Suite
- Ricoh MP C6003 with Fiery E-22C Color Controller and Color Profiler Suite
- Ricoh MP C5503 with Fiery E-22C Color Controller and Color Profiler Suite
- Ricoh MP C4503 with Fiery E-22C Color Controller and Color Profiler Suite
- Ricoh MP C3503 with Fiery E-22C Color Controller and Color Profiler Suite
- Ricoh MP C3003 with Fiery E-22C Color Controller and Color Profiler Suite
- Ricoh TotalFlow Production Manager
- Ricoh Color Management Services
- Ricoh VC60000 Press with TotalFlow Print Server R600A and TotalFlow Production Manager

76. On information and belief, Ricoh is directly infringing and continues to infringe the '704 patent by making, importing, using, selling, and/or offering for sale at least product and technology identified in paragraph 75 that embodies and/or practices claims of the '704 patent in violation of 35 U.S.C. § 271(a).

77. In addition, Ricoh induces and continues to induce others to infringe the claims of the '704 patent in violation of 35 U.S.C. § 271(b).

78. With knowledge of the '704 patent, Ricoh has encouraged direct infringers to infringe one or more claims of the '704 patent. Through the distribution of the products identified in paragraph 75, instruction manuals (both in printed form and those materials distributed over and accessible on the Internet), user interfaces, and other materials, such encouragement includes but is not necessarily limited to instructing purchasers and users of the product identified in paragraph 75 to use the identified software to control color reproduction in a distributed production system comprising networked computer systems and rendering devices.

79. By providing instruction to users to combine the identified hardware and software as described in paragraph 78, and to use those products in combination for their intended purpose, Ricoh is instructing its users to infringe one or more claims of the '704 patent.

80. As evidenced by the actions set forth above, Ricoh had and has the specific intent to induce others to infringe the '704 patent.

81. Ricoh's conduct is willful and deliberate.

82. As a direct and proximate result of Ricoh's acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

SEVENTH CLAIM FOR RELIEF
(Infringement of the '314 patent)

83. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 22 of this Complaint as though set forth in full herein.

84. Ricoh and the products that it manufactures and sells infringe, either directly or by inducement, at least one or more of the following claims of the '314 patent: 8, 9, and 11.

85. The group of infringing products includes, but is not limited to, the following:

- Pentax 645Z and 645D Medium Format Digital SLR Cameras
- Pentax K-series Digital SLR Cameras
- Pentax Q-series SL-interchangeable-lens Digital Still Cameras
- Pentax X-series Digital Compact Cameras
- Pentax WG-series Digital Compact Cameras

86. On information and belief, Ricoh is directly infringing and continues to infringe the '314 patent by making, importing, using, selling, and/or offering for sale products and technology identified in paragraph 85 that embodies and/or practices claims of the '314 patent in violation of 35 U.S.C. § 271(a).

87. In addition, Ricoh induces and continues to induce others to infringe the claims of the '314 patent in violation of 35 U.S.C. § 271(b).

88. With knowledge of the '314 patent, Ricoh has encouraged direct infringers to infringe one or more claims of the '314 patent. Through the distribution of the products identified in paragraph 85, instruction manuals (both in printed form and those materials distributed over and accessible on the Internet), user interfaces, and other materials, such encouragement includes but is not necessarily limited to instructing purchasers and users of the products identified in paragraph 85 to use the identified cameras and provided software in combination with a networked computer system having a display to capture and process a color image.

89. By providing instruction to users to combine the Ricoh hardware and software as described in paragraph 88, and to use those products in combination for their intended purpose, Ricoh is instructing its users to infringe one or more claims of the '314 patent.

90. As evidenced by the actions set forth above, Ricoh had and has the specific intent to induce others to infringe the '314 patent.

91. Ricoh's conduct is willful and deliberate.

92. As a direct and proximate result of Ricoh's acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff RAH Color Technologies requests that this Court enter judgment:

- A. Adjudging, finding, and declaring that Ricoh has infringed and/or induced infringement of claims of each of the Patents-in-Suit under 35 U.S.C. § 271;
- B. Adjudging, finding, and declaring that Ricoh's infringement is willful and deliberate;
- C. Adjudging, finding, and declaring that the Patents-in-Suit are valid and enforceable;
- D. Enjoining Ricoh and its subsidiaries, agents, officers, and employees, and all others acting in concert with them, from infringing and inducing

infringement of the Patents-in-Suit, or, in the alternative, to impose a compulsory license on Ricoh for use of RAH Color Technologies's patented technology;

- E. Ordering Ricoh to pay RAH Color Technologies an amount that, as adequately as possible, compensates RAH Color Technologies for Ricoh's infringement, no less than a reasonable royalty;
- F. Ordering Ricoh to pay court costs, pre-judgment interest, post-judgment interest, and attorneys' fees under 35 U.S.C. §§ 284 and 285;
- G. Finding that this is an "exceptional case" pursuant to 35 U.S.C. § 285, and awarding enhanced damages up to and including treble the amount of damages and the payment of attorneys' fees; and
- H. Granting RAH Color Technologies such other further relief as is just and proper, or as the Court deems appropriate.

JURY DEMAND

RAH Color Technologies demands a trial by jury on all issues presented in this Complaint.

Dated: April 18, 2016

Respectfully submitted,

By: Charles S. Marion

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CERTIFICATE OF SERVICE

I, Charles S. Marion, hereby certify that on April 18, 2016, a true and correct copy of the Amended Complaint was served on all counsel of record via electronic mail and via the Court's ECF system.

Charles S. Marion

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