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21 COMMERCIAL COPY INNOVATIONS, INC.

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA,**  
**SOUTHERN DIVISION**

COMMERCIAL COPY INNOVATIONS,  
INC.,

Plaintiff,

vs.

XEROX CORPORATION,

Defendant.

CASE NO. SA CV 17-1143

**ORIGINAL COMPLAINT FOR  
PATENT INFRINGEMENT**

**JURY TRIAL DEMANDED**

1 Plaintiff COMMERCIAL COPY INNOVATIONS, INC. files this Original Complaint  
2 against Defendant XEROX CORPORATION alleging as follows:

3 **I. THE PARTIES**

4 1. COMMERCIAL COPY INNOVATIONS, INC. (“Plaintiff” or “CCI”) is a  
5 corporation organized and existing under the laws of the State of Delaware, with a principal  
6 place of business at 600 Anton Boulevard, Suite 1350, Costa Mesa, California 92626, within the  
7 Central District of California.

8 2. Defendant XEROX CORPORATION (“Xerox”) is a corporation organized and  
9 existing under the laws of the State of New York, with a principal place of business at 45 Glover  
10 Avenue, Norwalk, Connecticut 06856-4505. Xerox may be served with process by serving  
11 Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California,  
12 95833.

13 **II. JURISDICTION AND VENUE**

14 3. This is an action for infringement of several United States patents. Federal  
15 question jurisdiction is conferred to this Court over such action under 28 U.S.C. §§ 1331 and  
16 1338(a).

17 4. Xerox maintains an established and regular place of business within the Central  
18 District of California, Southern Division. Xerox offers for sale and sells its products, including  
19 the Accused Products as described and defined herein, through Xerox of Greater Orange County  
20 located at 1851 E. 1<sup>st</sup> Street, Suite 220, Santa Ana, California 92705.

21 5. In addition, Xerox’s website provides prospective customers, via its website at  
22 URL: <https://www.xerox.com/digital-printing/dealer-locator/enus.html>, a listing of sales  
23 locations from which its products may be purchased. Xerox has at least ten authorized vendors  
24 in the zip code 92701 of the U.S. District Courthouse in this District, including Xerox of Greater  
25 Orange County.

26 6. These offers for sale and sales of Accused Products made by and on behalf of  
27 Xerox within this District comprise infringing actions giving rise to the claims of patent  
28 infringement alleged herein.



1 at Kodak Research Laboratories as part of Kodak's continuous work to advance photography,  
2 imaging, and printing technology.

3 12. Xerox is one of the largest manufactures and sellers of office equipment including  
4 printers, ink, and toner, among other products in the world. Xerox makes, uses, offers for sale,  
5 and sells printers products, including printers compatible for use with Xerox's CentreWare  
6 Internet Services utility (referred to, collectively, as "CentreWare Printers") and  
7 electrophotographic toner ("Xerox Toner") for use with laser printers and copiers, to customers,  
8 consumers, businesses, and end users of the products. The CentreWare printers and Xerox Toner  
9 products are sometimes referred to, collectively, as the "Accused Products."

10 13. Xerox uses, offers for sale, and sells the Accused Products at several locations  
11 within the Central District of California, Southern Division, including the Xerox of Greater  
12 Orange County store and via Xerox's website at [https://www.xerox.com/en-us/digital-printing-](https://www.xerox.com/en-us/digital-printing-equipment)  
13 [equipment](https://www.xerox.com/en-us/digital-printing-equipment). Further, via its website, Xerox directs customers to both online retailers and  
14 authorized dealers within this District selling the Accused Products.

#### 15 IV. PATENT INFRINGEMENT

##### 16 U.S. Patent No. 6,197,466 B1

17 14. CCI repeats and realleges all preceding paragraphs of this Complaint, as though  
18 fully set forth herein.

19 15. On March 6, 2001, United States Patent No. 6,197,466 B1 ("the '466 Patent") was  
20 duly and legally issued for an "Electrophotographic Toner Surface Treated with metal Oxide."  
21 The '466 Patent remains in force as of the filing of this Complaint. A true and correct copy of  
22 the '466 Patent is attached hereto as "Exhibit A" and made a part hereof.

23 16. CCI is the owner of all right and title in the '466 Patent, including all rights to  
24 enforce and prosecute action for infringement of the '466 Patent and to collect damages for all  
25 relevant times against infringers of the '466 Patent. Accordingly, CCI possesses the exclusive  
26 right and standing to prosecute the present action for infringement of the '466 Patent by Xerox.

27 17. The '466 Patent generally discloses and claims toners comprising particles treated  
28 with metal oxides. Metal oxides, such as titanium dioxide, silicon dioxide, or a combination

1 thereof, are mixed with the toner particles in a manner causing embedment of metal oxide  
2 particles below the surface of toner particles. The resulting toner composition may exhibit more  
3 stable triboelectric charging and may therefore improve image quality in electrophotographic  
4 printing operations.

5 18. Without authority, consent, right, or license, and in direct infringement of the '466  
6 Patent, Xerox markets, uses, sells, offers for sale, manufactures, has manufactured, makes, has  
7 made, imports, and/or has imported systems or products that directly infringe at least claim 9 of  
8 the '466 Patent. By way of example, Xerox makes, uses, and sells Xerox Toner, including at  
9 least Xerox 106R02759 Black Toner used by the Xerox Phaser 6020 / 6022 and WorkCentre  
10 6025 /6027 printers, which infringes at least Claim 9 of the '466 Patent.

11 19. Xerox Toner is usable with Xerox laser printer and copier products to  
12 accommodate electrophotographic printing. The Xerox Toner comprises an electrophotographic  
13 toner composition and is described as such in, at least, Xerox's product packaging.

14 20. Xerox Toner comprises toner particles as well as metal oxide particles dispersed  
15 within the toner particles. The metal oxide content of Xerox Toner is within the range of 0.1 to  
16 5.0 weight percent of the toner composition and consists of silicon and/or titanium oxides. By  
17 way of example, a sample of Xerox Toner collected from a cartridge of Xerox 106R02759 Black  
18 Toner was analyzed by inductively coupled plasma mass spectrometry analysis and was found to  
19 comprise about 0.54% by weight, collectively, of titanium oxide and silicon oxides. These  
20 results are believed to be representative of the composition of all Xerox Toner products.

21 21. At least a portion of the metal oxide particles comprising titanium dioxide, silicon  
22 dioxide, or mixtures thereof, within the Xerox Toner are embedded below the surface of the  
23 toner particles. By way of example, using the sample of Xerox 106R02759 Black Toner, a  
24 number of such metal oxide particles were found embedded below the surfaces of toner particles  
25 via use of HAADF STEM tomography imaging and energy-dispersive X-ray spectroscopy  
26 analysis. These results are believed to be representative of the composition of all Xerox Toner  
27 products.

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1 network web server and downloadable software. An applet provides a printer interface display  
2 screen on a remote computer viewable by the remote users of the printing apparatus.

3 30. Without authority, consent, right, or license, and in direct infringement of the ‘127  
4 Patent, Xerox markets, uses, sells, offers for sale, manufactures, has manufactured, makes, has  
5 made, imports, and/or has imported the Xerox Printers that directly infringe at least claim one of  
6 the ‘127 Patent, including printers within the following product families: ColorQube,  
7 DocuColor, Phaser, VersaLink, WorkCentre, WorkCentre Pro, WorkCentre Bookmark, Xerox  
8 4110/4590/4595, Xerox Color, Xerox iGen, and Xerox Nuvera. A complete listing of the  
9 CentreWare printers is available on Xerox’s website at [http://www.office.xerox.com/software-](http://www.office.xerox.com/software-solutions/xerox-centroware-web/enus.html)  
10 [solutions/xerox-centroware-web/enus.html](http://www.office.xerox.com/software-solutions/xerox-centroware-web/enus.html).

11 31. Xerox Printers are implemented with the CentreWare Internet Services utility,  
12 which accommodates access by remote users to provide configuration and operating instructions  
13 to the Xerox Printers via a web browser. The CentreWare Internet Services utility allows remote  
14 users to interface with the marking engines of the Xerox Printers to view one or more statuses of  
15 the Xerox Printers , as well as to configure and command operation of the Xerox Printers.

16 32. The Xerox Printers include a web server accommodating use of the CentreWare  
17 Internet Services utility and accessible via a web browser upon entry of an IP address or host  
18 name of a Xerox Printers in the web browser. Remote users can monitor the status of the Xerox  
19 Printers and associated print jobs, configure one or more print settings of the Xerox Printers, and  
20 initiate/cancel printing operations over a network using the CentreWare Internet Services utility  
21 accessing the web server of the Xerox Printers. The CentreWare Internet Services utility  
22 operates as an applet using Java programming language.

23 33. The Xerox Printers are implemented with a memory storing document files and  
24 print job statuses that can be accessed from a control panel, or local user interface, of the Xerox  
25 Printers or via the CentreWare Internet Services utility to view their status or print the  
26 documents, among other operations.

27 34. CCI expressly reserves the right to assert additional claims of the ‘127 Patent  
28 against Xerox in relation to the CentreWare printers as well as other products of Xerox.

1 35. CCI has been damaged as a result of Xerox's infringing conduct. Xerox is thus  
2 liable to CCI in an amount that adequately compensates for their infringement, which by law  
3 cannot be less than a reasonable royalty together with interest and costs as fixed by this Court  
4 under 35 U.S.C. § 284.

5 36. Based on Xerox's objective recklessness, CCI is further entitled to enhanced  
6 damages under 35 U.S.C. § 284.

7 **IV. JURY DEMAND**

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

10 **V. PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff respectfully requests that the Court find in its favor and against  
12 Defendant, and that the Court grant Plaintiff the following relief:

- 13 a. Judgment that one or more claims of the Asserted Patents have been directly  
14 infringed, either literally or under the doctrine of equivalents, by Defendant, or  
15 judgment that one or more of the claims of the Asserted Patents have been  
16 directly infringed by others and indirectly infringed by Defendant, to the extent  
17 Defendant contributed to or induced such direct infringement by others;
- 18 b. Judgment that Defendant account for and pay to Plaintiff all damages to and costs  
19 incurred by Plaintiff because of Defendant's infringing activities and other  
20 conduct complained of herein, including enhanced damages as permitted by 35  
21 U.S.C. § 284;
- 22 c. That Plaintiff be granted pre-judgment and post-judgment interest on the damages  
23 caused by Defendant's infringing activities and other conduct complained of  
24 herein;
- 25 d. That the Court declare this an exceptional case and award Plaintiff its reasonable  
26 attorney's fees and costs in accordance with 35 U.S.C. § 285; and

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e. That Plaintiff be granted such other and further relief as the Court may deem just and proper under the circumstances.

DATED: July 5, 2017

/s/ H.H. (Shashi) Kewalramani

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