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21 COMMERCIAL COPY INNOVATIONS, INC.

22 **UNITED STATES DISTRICT COURT**
23 **CENTRAL DISTRICT OF CALIFORNIA,**
24 **SOUTHERN DIVISION**

25 COMMERCIAL COPY INNOVATIONS,
26 INC.,

27 Plaintiff,

28 vs.

RICOH ELECTRONICS, INC.,

RICOH USA, INC.,

MIMAKI USA, INC., and

LANIER WORLDWIDE, INC.,

Defendants.

CASE NO. 8:17-cv-00437-JVS (kes)

**FIRST AMENDED COMPLAINT FOR
PATENT INFRINGEMENT**

JURY TRIAL DEMANDED

1 Pursuant to Fed. R. Civ. P. 15(a)(2) and the Joint Stipulation to Amend the Complaint
2 [Dkt. 65], Plaintiff COMMERCIAL COPY INNOVATIONS, INC. files this First Amended
3 Complaint against Defendants RICOH ELECTRONICS, INC., RICOH USA, INC., MIMAKI
4 USA, INC., and LANIER WORLDWIDE, INC. alleging as follows:

5 **I. THE PARTIES**

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

10 2. Defendant RICOH ELECTRONICS, INC. (“REI”) is a corporation organized and
11 existing under the laws of the State of Ohio, with a principal place of business at 1100 Valencia
12 Avenue, Tustin, California 92789, within the Central District of California. REI was served with
13 process via its registered agent, made an appearance through counsel, and is presently before this
14 Court.

15 3. Defendant RICOH USA, INC. (“RUSA”) is a corporation organized and existing
16 under the laws of the State of Ohio, with a principal place of business at 70 Valley Stream
17 Parkway, Malvern, Pennsylvania. RUSA was served with process via its registered agent, made
18 an appearance through counsel, and is presently before this Court.

19 4. Defendant LANIER WORLDWIDE, INC. (“Lanier”) is a corporation organized
20 and existing under the laws of the State of Delaware, with a principal place of business at 2300
21 Parklake Drive, NE, Atlanta, Georgia 30345. Lanier was served with process via its registered
22 agent, made an appearance through counsel, and is presently before this Court.

23 5. Defendant MIMAKI USA, INC. (“Mimaki”) is a corporation organized and
24 existing under the laws of the State of Georgia, with a principal place of business in 150 Satellite
25 Boulevard NE, Suwanee, Georgia 30024. Mimaki was served with process via its registered
26 agent, made an appearance through counsel, and is presently before this Court.

II. JURISDICTION AND VENUE

1
2 6. This is an action for infringement of several United States patents. Federal question
3 jurisdiction is conferred to this Court over such action under 28 U.S.C. §§ 1331 and 1338(a).

4 7. Upon information and belief, Defendants had sufficient minimum contacts with the
5 Central District of California, Southern Division such that this venue is fair and reasonable.
6 Defendants have committed such purposeful acts and/or transactions in this District that they
7 reasonably should know and expect that they could be hailed into this Court as a consequence of
8 such activity. Defendants have transacted and, at the time of the filing of this Complaint, are
9 transacting business within the Central District of California.

10 8. Further, upon information and belief, Defendants manufacture, assemble, or sell
11 products that are and have been used, offered for sale, sold, and/or purchased in the Central
12 District of California, Southern Division. Defendants directly and/or through their distribution
13 network, places infringing products or systems within the stream of commerce, which stream is
14 directed at this district, with the knowledge and/or understanding that those products will be sold
15 and/or used in the Central District of California, Southern Division.

16 9. REI maintains an established and regular place of business within the Central
17 District of California, Southern Division, at its principal place of business located at 100 Valencia
18 Avenue, Tustin, California. Upon information and belief, REI manufactures its products,
19 including the Accused Ricoh Products as described herein, at this location.

20 10. RUSA maintains an established and regular place of business within the Central
21 District of California, Southern Division. Upon information and belief, RUSA operates a retail
22 store at 1123 Warner Avenue, Tustin, California and a direct sales office at 16969 Von Karman
23 Ave, Suite 200, Irvine, California where RUSA offers for sale and sells its products, including
24 the Accused Ricoh Products as described herein.

25 11. For these reasons, personal jurisdiction exists and venue is proper in this Court
26 under 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. § 1400(b).

III. BACKGROUND AND FACTS

1
2 12. CCI has acquired all rights and title in and to U.S. Patents Nos. 6,848,777 (“the
3 ‘777 Patent”), 6,773,102 (“the ‘102 Patent”), 6,197,466 (“the ‘466 Patent”), and 6,453,127 (“the
4 ‘127 Patent”) from the Eastman Kodak Company (“Kodak”) for the purpose of enforcing the
5 rights embodied therein. These patents are sometimes referred to collectively, hereinafter, as
6 “the Asserted Patents” and each was developed by Kodak as part of Kodak’s research and
7 development activities performed in furtherance of Kodak’s design, manufacture, and selling of
8 printers and printing accessories and devices.

9 13. Kodak is a world-renowned U.S.-based company, founded in 1888, which has been
10 an industry leader in the design and manufacture of cameras and film, digital imaging devices,
11 printers, ink, toner, and related devices. Over the nearly 130 years that Kodak has been in
12 business, Kodak has developed many valuable innovations in the photographic, imaging, and
13 printing industries which led to the issuance of thousands of patents, including the Asserted
14 Patents. Many of these innovations were directly developed by engineers and scientists working
15 at Kodak Research Laboratories as part of Kodak’s continuous work to advance photography,
16 imaging, and printing technology.

17 14. REI is a wholly owned subsidiary of Ricoh Company, Ltd. which is one of the
18 largest manufactures of office equipment including printers, ink, and toner, among other products
19 in the world. REI’s principal place of business is a manufacturing plant in Tustin, California,
20 within this district. REI manufactures products and systems that support the enhancement of
21 office productivity, including printers, copiers, servers, inkjet heads, inkjet ink, and toner.

22 15. REI manufactures the Pro L4130 and 4160 model production printers advertised to
23 enable production of “brilliant signs, banners, wraps, point-of-sale displays and more with real-
24 life reproduction quality across today’s most innovative substrates” which include, among others,
25 PET, Tarpaulin, PVC, and window film. REI manufactures the L4160 Ink Packs for use with the
26 Pro L4130 and 4160 model printers, which are described as being “water-based inks” and
27 configured for printing “on almost any substrate, including plastic, vinyl, textile, clear film,
28 backlit materials and more.” As such, these printer and ink products are specially configured for

1 use to print on media comprising non-absorbing substrates. Upon information and belief, the
2 L4160 Ink Packs comprise diethylene glycol derivative, alcohol derivative, pigment, resin,
3 amine, and water. Further, L4160 Ink Packs are believed to comprise a polymer binder
4 containing less than 25% of hydrophilic monomer by polymer weight and which is dispersible
5 but not insoluble in aqueous media.

6 16. Upon information and belief, REI manufactures the PxP-EQ Toner and Ricoh
7 Toner, each of which are electrographic toner compositions comprising toner particles mixed
8 with the metal oxides, such as titanium dioxide and silicon dioxide, which are embedded below
9 the surface of the toner particles, with the total metal oxide content of the PxP-EQ toner falling
10 between 0.1 – 5.0% by weight. The PxP-EQ Toner comprises an electrophotographic toner
11 composition is compatible for use with, at least, Ricoh’s Aficio MP C5502/C4502/C3502/C3002
12 multifunction copiers. The Ricoh Black Toner is compatible for use with, at least Ricoh’s Aficio
13 SP C242DN/SF series printers and SP C242SF/SP, C231SF/SP, C320DN/SP, and
14 C242DN/SP/SF series copiers.

15 17. Upon information and belief, REI also manufactures printer, copier, ink, and toner
16 products under the Savin brand name, including the MP7100 printers and Color LP Toner
17 Cassettes. The MP7100 printers accommodate access by remote users to remotely configure and
18 monitor the printer via a web browser via downloadable software. The Color LP Toner comprises
19 an electrophotographic toner composition comprising toner particles mixed with the metal
20 oxides, such as titanium dioxide and silicon dioxide. Upon information and belief, at least a
21 portion of the metal oxide particles are embedded below the surface of the toner particles, with
22 the total metal oxide content of between 0.1 – 5.0% by weight. Savin branded products are sold
23 throughout the United States by via direct sales to consumers, through dealers, and online at
24 URL: <http://www.savin.com>., a website operated by RUSA.

25 18. Lanier makes and sells commercial office equipment including copiers, fax
26 machines, scanners, and printers, as well as parts, supplies, and software solutions therefor,
27 including the 4800038 Black Toner and the MP 402SPF, the SP 5300DN, the MP 501SPF, and
28 the MP 601SPF series copier/printer devices. The 4800038 Black Toner comprises toner

1 particles mixed with the metal oxides, such as titanium dioxide and silicon dioxide, at least a
2 portion of which are embedded below the surface of the toner particles, with the total metal oxide
3 content of between 0.1 – 5.0% by weight. The MP 402SPF, the SP 5300DN, the MP 501SPF,
4 and the MP 601SPF series copier/printer devices accommodate access by remote users to
5 remotely configure and monitor the printer via a web browser via downloadable software. Ricoh
6 Company, Ltd. acquired Lanier in 2001 and now operates Lanier as a wholly owned subsidiary
7 of Ricoh Company, Ltd. Lanier products are sold throughout the United States by via direct sales
8 to consumers, through dealers, and online at URL: <http://www.lanier.com>., a website operated
9 by RUSA.

10 19. RUSA is a wholly owned subsidiary of Ricoh Company, Ltd. Ricoh products,
11 including those manufactured by REI, are sold throughout the United States by RUSA via direct
12 sales to consumers, through dealers, and online at URL: <http://www.ricoh-usa.com>.

13 20. The Ricoh, Lanier, and Savin product brands, among others comprise the Ricoh
14 Family Group (“RFG”). The RFG products are largely identical but are sold through different
15 distribution channels. Upon information and belief, the printer products, inks, and toners
16 manufactured under the respective RFG brands comprise similar or identical components,
17 features, and functions. Specifically, upon information and belief, the printer products and
18 accessories manufactured by RFG entities are compatible with ink or toner of similar or identical
19 compositions, such as the L4160 Ink Packs, PxP-EQ toners, Ricoh Black Toner, and the Color
20 LP Toners, among others. Further, upon information and belief, the printer products and
21 accessories manufactured by RFG entities comprise similar software and hardware based
22 functionality. These components, features, and functions at least partially comprise the subject
23 matter of the Asserted Patents at issue in this suit.

24 21. Mimaki is the United States arm of Mimaki Engineering Company, Ltd. Upon
25 information and belief, Mimaki manufactures and sells Mimaki printers and accessories,
26 including ink and toner throughout the United States.

27 22. Mimaki manufactures the JV400-130LX and JV400-160LX printers which are
28 specially configured for printing on non-absorbing media and use “water-based latex inks” such

1 as Mimaki's LX101 latex inks. Upon information and belief, the LX101 latex inks comprise
2 diethylene glycol derivative, alcohol derivative, pigment, resin, amine, and water. Further,
3 analysis of Mimaki's LX101 latex inks indicate they comprise a polymer binder containing less
4 than 25% of hydrophilic monomer by polymer weight and which is dispersible but not insoluble
5 in aqueous media.

6 23. Upon information and belief, RUSA has a supplier-reseller relationship with
7 Mimaki whereby certain Mimaki printers are implemented with the Ricoh Gen5 printheads and
8 print engines. RUSA is a reseller of certain Mimaki printers in the United States, including the
9 Mimaki JFX200 and JFX500 printers. Further, upon information and belief, Ricoh and Mimaki
10 inks comprise identical compositions which are branded and sold under the Ricoh and Mimaki
11 names, respectively. Certain Mimaki and Ricoh printers, therefore, are compatible with the inks
12 sold under either the Mimaki or Ricoh brand names. For example the Mimaki JV400LX and
13 Ricoh L4130/L4160 printers, among others, which use the same Gen 5 Ricoh printheads and the
14 same print engines, are compatible with both the L4160 AR and LX-101 inks.

15 24. It is proper to join all named Defendants in this suit because RIE, RUSA, and Lanier
16 are commonly owned entities forming a portion of the RFG, making and selling similar or
17 identical printing products, inks, and toners which form the bases of each entities' infringing
18 actions. Mimaki makes and sells similar or identical printing products, inks, and toners to those
19 of certain RFG products, forming the basis of Mimaki's infringing conduct. Mimaki printers and
20 inks are suitable for use with Ricoh products and inks, including those manufactured by REI and
21 sold by RUSA.

22 **III. PATENT INFRINGEMENT**

23 **U.S. Patent No. 6,773,102 B2**

24 25. CCI repeats and realleges all preceding paragraphs of this Complaint, as though
25 fully set forth herein.

26 26. On August 10, 2004, United States Patent No. 6,773,102 B2 ("the '102 Patent")
27 was duly and legally issued for an "Inkjet Printing Method for an Ink/Receiver Combination."
28

1 As of the filing of this Complaint the ‘102 Patent remains in force. A true and correct copy of
2 the ‘102 Patent is attached hereto as Exhibit “A” and made a part hereof.

3 27. CCI is the owner of all right and title in the ‘102 Patent, including all rights to
4 enforce and prosecute action for infringement of the ‘102 Patent and to collect damages for all
5 relevant times against infringers of the ‘102 Patent. Accordingly, CCI possesses the exclusive
6 right and standing to prosecute the present action for infringement of the ‘102 Patent by
7 Defendants.

8 28. The ‘102 Patent generally discloses and claims printing methods employing
9 aqueous, or water-based, ink jet ink for printing onto media comprising non-absorbing substrates,
10 such as untreated vinyl, for example, or other essentially non-porous materials. The aqueous ink
11 jet ink composition comprises a pigment, a polymer binder dispersible but insoluble in aqueous
12 media and comprising less than 25% hydrophilic monomer by weight, a surfactant, and a
13 humectant. The aqueous ink jet ink may be used by a suitable printer configured for printing on
14 media comprising a non-absorbing substrate and employing a heating step.

15 29. Upon information and belief, REI and RUSA had knowledge of, or were willfully
16 blind to, the existence of the ‘102 Patent since well before the filing of this Complaint. Ricoh
17 Co., Ltd., the parent company owning both REI and RUSA has nearly 50,000 patents as of March,
18 2016 and is, therefore, well apprised of the state of the art within the printing industry, in which
19 Ricoh Co. Ltd. is an industry leader. Upon information and belief, REI and RUSA acquired
20 knowledge of the ‘102 Patent through prosecution of the many patent applications worldwide of
21 its parent company and/or through benchmarking activities undertaken by REI investigating
22 competitor’s products, such as those of Kodak.

23 30. Additionally, or alternatively, REI and RUSA have had actual knowledge of the
24 existence of the ‘102 Patent since at least March 10, 2017, the date which Ricoh received a copy
25 of the ‘102 Patent attached to correspondence from CCI alleging infringement of one or more
26 claims of the ‘102 Patent consistent with the allegations made herein.

27 31. REI, without authority, consent, right, or license, and in direct infringement of the
28 ‘102 Patent, manufacture, have manufactured, make, have made, use, import, or have imported

1 systems or products that practice the method claimed in one or more claims of the '102 Patent.
2 By way of example only, REI's quality testing and demonstrations of operation of the Pro L4130
3 and Pro L4160 model production printers using the L4160 Pro AR Ink Packs to print on various
4 media comprising non-absorbing substrates directly infringe at least Claim 1 of the '102 Patent.

5 32. By way of example, a sample of Ricoh's L4160 Pro Cyan Inkjet ink, product
6 number 841977, was analyzed. The sampled ink is an aqueous solution and includes pigment for
7 effecting cyan color onto a substrate during inkjet printing. According to the Safety Data Sheet
8 and marketing material, the L4160 Pro Cyan Inkjet ink is comprised of 30-50% by weight of
9 water, 1-5% by weight of a polymer binder described as "Confidential Resin" or "atex resin, and
10 10-30% by weight of a humectant described as "Confidential Diethylene glycol derivative."
11 Pyrolysis Gas Chromatography / Mass Spectrometry analysis indicates that the polymer binder
12 is comprised of a hydrogenated methyl diphenyl diisocyanate (HMDI) -cyclohexanedimethanol
13 (CHDM) based aliphatic polyurethaneand a methacrylate (MMA) - butyl acrylate (BA) based
14 acrylic copolymer. The HMDI and CHDM are hydrophobic monomers that were detected in
15 strong levels greater than 30% by weight, the MMA is a hydrophobic monomer detected in low
16 levels between 0.1-15% by weight, and the BA is a hydrophilic monomer detected detected in
17 low levels between 0.1-15% by weight. Therefore, the relative intensities and properties of these
18 polymers indicate that the ink comprises less than 25% of hydrophilic monomer by weight of the
19 total polymer. The surface tension of the sampled ink exhibited a surface tension of 32.54 mN/m,
20 much less than that of water, indicating the sampled ink comprises a surfactant. These results
21 are believed to be representative of the composition of all Xerox Toner products.

22 33. The L4160 Pro Cyan Inkjet ink sampled is compatible for use with the Ricoh Pro
23 L4130/4160 wide format color printers, which operate in response to digital signals received
24 from, at least, computers implemented with Ricoh Software RIP, and comprise a three-way
25 intelligent heater which accommodates heated pre-printing, printing, and drying.

26 34. REI also actively induces infringement of one or more of the claims of the '102
27 Patent by its customers and end users of at least the accused products and is therefore liable for
28 indirect infringement under 35 U.S.C. § 271(b). REI makes the Pro L4130 and Pro L4160 model

1 production printers and the L4160 Pro AR Ink Packs. Use of the L4160 Pro AR Ink Packs in
2 production printers, such as the Pro L4130 and Pro L4160 model production printers, to print on
3 media comprising a non-absorbing substrate infringes at least Claim 1 of the '102 Patent. REI
4 manufactures these products knowing that they are especially designed for and marketed toward
5 such infringing use by users of these products, such as by commercial print shops, for example,
6 for use in printing banners, signs, and other printed products on media comprising non-absorbing
7 substrates. Further, upon information and belief, REI provides instructions for use of these
8 products to infringe the '102 Patent in the form of user manuals packaged with REI's printers
9 and/or inks.

10 35. RUSA, without authority, consent, right, or license, and in direct infringement of
11 the '102 Patent, markets, sells, sold, or offers for sale systems or products that practice the method
12 claimed in one or more claims of the '102 Patent. By way of example only, RUSA's
13 demonstrations of operation of the Pro L4130 and Pro L4160 model production printers using
14 the L4160 Pro AR Ink Packs to print on various media comprising non-absorbing substrates
15 directly infringe at least Claim 1 of the '102 Patent.

16 36. RUSA actively induces infringement of one or more of the claims of the '102 Patent
17 by its customers and end users of at least the accused products and is therefore liable for indirect
18 infringement under 35 U.S.C. § 271(b). RUSA sells the Pro L4130 and Pro L4160 model
19 production printers and the L4160 Pro AR Ink Packs to customers, such as commercial print
20 shops, for example, for use in printing banners, signs, and other printed products on media
21 comprising non-absorbing substrates. Upon information and belief, RUSA's customers use at
22 least the L4160 Pro AR Ink Packs in production printers, such as the Pro L4130 and Pro L4160
23 model production printers, for example, to print on media comprising a non-absorbing substrate
24 in the manner claimed in at least Claim 1 of the '102 Patent. RUSA markets the Pro L4130 and
25 4160 model production printers it manufactures and sells as being configured for use in printing
26 signs, banners, and the like, on media comprising any of several non-absorbing substrates.
27 Additionally, RUSA markets the L4160 Pro AR Ink Packs it manufactures and sells as being an
28 aqueous ink usable with the Pro L4130/4160 printers for printing on media comprising a non-

1 absorbent substrate. Upon information and belief, RUSA provides information to its customers
2 in the form of brochures, manuals, online content, and via live demonstrations at industry
3 conferences and exhibitions instructing them to use the RUSA products in a manner which
4 infringes at least claim 1 of the '102 Patent.

5 37. REI contributes to the infringement of one or more of the claims of the '102 patent
6 by its customers and end users of at least the accused products and is therefore liable for indirect
7 infringement under 35 U.S.C. § 271(c). REI makes at least the L4160 AR Ink Packs which
8 comprise aqueous ink jet inks for use in combination with a suitably configured printer to print
9 on media comprising non-absorbing substrates. The L4160 AR Ink Packs are especially designed
10 for use in this manner, printing on non-absorbing substrates, such that the L4160 Ink Packs
11 comprise a material part of the invention claimed in at least claim 1 of the '102 Patent. Further,
12 upon information and belief, the L4160 AR Inks have no substantial non-infringing use, as they
13 are specifically designed and marketed for use in printing on non-absorbing substrates. Use by
14 REI's customers of the L4160 AR Ink Packs in the manner advertised by REI constitutes direct
15 infringement of at least claim 1 of the '102 Patent.

16 38. RUSA contributes to the infringement of one or more of the claims of the '102
17 patent by its customers and end users of at least the accused products and is therefore liable for
18 indirect infringement under 35 U.S.C. § 271(c). RUSA sells at least the L4160 AR Ink Packs
19 which comprise aqueous ink jet inks and are marketed as being ideal for a wide range of uses,
20 from posters and point of purchase to window applications and outdoor banners. The L4160 AR
21 Ink Packs of RUSA are especially suited for use in a manner that infringes at least claim 1 of the
22 '102 Patent and comprise a material part of the invention claimed in at least claim 1 of the '102
23 Patent. Further, upon information and belief, the L4160 AR Inks have no substantial non-
24 infringing use, as they are specifically designed for use for printing on non-absorbing substrates.
25 Use by RUSA's customers of the L4160 AR Ink Packs in the manner advertised by RUSA
26 constitutes direct infringement of at least claim 1 of the '102 Patent.

27 39. CCI expressly reserves the right to assert additional claims of the '102 against REI
28 and RUSA.

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

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

7 42. Upon information and belief, Mimaki had knowledge of, or was willfully blind to,
8 the existence of the '102 Patent since well before the filing of this Complaint. Mimaki is a direct
9 competitor of Kodak in the printing industry and has a large patent portfolio of its own, with
10 approximately 350 U.S. patents and patent application filings. Mimaki is well apprised of the
11 state of the art within the printing industry. Upon information and belief, Mimaki acquired
12 knowledge of the '102 Patent through prosecution of one or more of its many patent applications
13 and/or through benchmarking or other engineering activities undertaken by Mimaki to investigate
14 the products of KODAK, a direct competitor of Mimaki's in the printing industry.

15 43. Additionally, or alternatively, Mimaki has actual knowledge of the existence of the
16 '102 Patent since at least March 13, 2017, the date which Mimaki received a copy of the '102
17 Patent attached to correspondence from CCI alleging infringement of one or more claims of the
18 '102 Patent consistent with the allegations made herein.

19 44. Mimaki, without authority, consent, right, or license, and in direct infringement of
20 the '102 Patent, manufacture, have manufactured, make, have made, use, import, have imported,
21 market, sell, or offer for sale systems or products that directly infringe one or more claims of the
22 '102 Patent. By way of example only, Mimaki's quality testing and demonstrations of operation
23 of the of the JV400-130LX and JV400-160LX printers used with aqueous ink jet inks, such as
24 Mimaki's LX101 inks to print on media comprising a non-absorbing substrate directly infringe
25 at least Claim 1 of the '102 Patent.

26 45. Mimaki actively induces infringement of one or more claims of the '102 Patent by
27 its customers and end users of at least the accused products and is therefore liable for indirect
28 infringement under 35 U.S.C. § 271(b). Mimaki makes and sells the LX101 aqueous latex inks

1 as well as the JV400-130LX and JV400-160LX printers to customers, such as commercial print
2 shops, for example, which are marketed for use in printing signs, banners, posters, window clings,
3 among other applications. Upon information and belief, these applications involve printing on
4 media comprising a non-absorbing substrate. As such, customers of Mimaki use the LX101 inks
5 with the JV400-130LX or 160LX printers to practice the method claimed in at least claim 1 of
6 the '102 Patent. Mimaki markets the LX101 ink as being an aqueous ink usable to print on PVC
7 film, banner materials, and other media comprising non-absorbing substrates. Additionally,
8 Mimaki markets the JV400 Series printers as being compatible with the LX101 inks. Upon
9 information and belief, Mimaki provides information to its customers in the form of brochures,
10 manuals, online content, and via demonstrations instructing them on how to use at least the
11 identified Mimaki products in a manner which directly infringes at least claim 1 of the '102
12 Patent.

13 46. Mimaki contributes to infringement of one or more of the claims of the '102 patent
14 by its customers and end users of at least the accused products and is therefore liable for indirect
15 infringement under 35 U.S.C. §271(c). Mimaki makes and sells at least the LX101 ink jet inks
16 which comprise aqueous ink jet inks and are marketed as being usable to print on PVC film,
17 banner materials, and other media comprising non-absorbing substrates. As such, the LX101
18 inks are especially adapted for use in a manner that infringes at least claim 1 of the '102 Patent
19 and comprise a material component of the combination claimed. Use of the LX101 inks by
20 Mimaki's customers in accordance with Mimaki's product literature and marketing materials
21 constitutes direct infringement of at least claim 1 of the '102 Patent. Upon information and belief,
22 the LX101 inks of Mimaki have no substantial non-infringing use as they are specially configured
23 for printing on non-absorbing substrates.

24 47. CCI expressly reserves the right to assert additional claims of the '102 against
25 Mimaki.

26 48. CCI has been damaged as a result of Mimaki's infringing conduct. Mimaki is, thus,
27 liable to CCI in an amount that adequately compensates for their infringement, which, by law,
28 cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court

1 under 35 U.S.C. § 284. Based on Mimaki’s objective recklessness, CCI is further entitled to
2 enhanced damages under 35 U.S.C. § 284.

3 **IV. PATENT INFRINGEMENT**

4 **U.S. Patent No. 6,848,777 B2**

5 49. CCI repeats and realleges all preceding paragraphs of this Complaint, as though
6 fully set forth herein.

7 50. On February 1, 2005, United States Patent No. 6,848,777 B2 (“the ‘777 Patent”)
8 was duly and legally issued for an “Aqueous Inkjet Ink and Receiver Combination.” As of the
9 filing of this Complaint the ‘777 Patent remains in force. A true and correct copy of the ‘777
10 Patent is attached hereto as Exhibit “B” and made a part hereof.

11 51. CCI is the owner of all right and title in the ‘777 Patent, including all rights to
12 enforce and prosecute action for infringement of the ‘777 Patent and to collect damages for all
13 relevant times against infringers of the ‘777 Patent. Accordingly, CCI possesses the exclusive
14 right and standing to prosecute the present action for infringement of the ‘777 Patent by
15 Defendants.

16 52. The ‘777 Patent generally discloses and claims aqueous ink jet ink suitable for
17 printing onto receiving media comprising non-absorbing substrates, such as untreated vinyl, for
18 example, or other essentially non-porous materials. The aqueous ink jet ink composition
19 comprises a pigment, a polymer binder dispersible but insoluble in aqueous media and
20 comprising less than 25% hydrophilic monomer by weight, a surfactant, and a humectant.

21 53. For at least the reasons stated above, in reference to the ‘102 Patent of CCI, REI
22 and RUSA likely had prior knowledge of, or were willfully blind to, the existence of the ‘777
23 Patent since well before the filing of this Complaint.

24 54. Additionally, or alternatively, REI and RUSA have actual knowledge of the
25 existence of the ‘777 Patent since at least March 10, 2017, the date which REI and RUSA,
26 respectively, received copies of the ‘777 Patent attached to correspondence from CCI alleging
27 infringement of one or more claims of the ‘777 Patent consistent with the allegations made herein.
28

1 55. REI, without authority, consent, right, or license, and in direct infringement of the
2 ‘777 Patent, manufacture, have manufactured, make, have made, use, import, or have imported
3 systems or products infringing one or more claims of the ‘777 Patent. By way of example only,
4 REI’s making and using the L4160 Pro AR Ink Packs for printing on various media comprising
5 non-absorbing substrates directly infringe at least Claim 1 of the ‘777 Patent.

6 56. RUSA, without authority, consent, right, or license, and in direct infringement of
7 the ‘777 Patent market, sell, or offer for sale systems or products infringing one or more claims
8 of the ‘777 Patent. By way of example only, RUSA’s selling and using the L4160 Pro AR Ink
9 Packs for printing on various media comprising non-absorbing substrates directly infringe at least
10 Claim 1 of the ‘777 Patent.

11 57. REI actively induces infringement of one or more of the claims of the ‘777 Patent
12 by its customers and end users of at least the accused products and is therefore liable for indirect
13 infringement under 35 U.S.C. § 271(b). REI makes the L4160 Pro AR Ink Packs knowing that
14 they are sold to customers, such as commercial print shops, for example, and marketed as being
15 configured for use in printing banners, signs, and other printed products on media comprising
16 non-absorbing substrates. Upon information and belief, REI’s customers use at least the L4160
17 Pro AR Ink Packs in production printers, such as the Pro L4130 and Pro L4160 model production
18 printers, for example, to print on media comprising a non-absorbing substrate. Further, upon
19 information and belief, REI provides instructions for use of these products to infringe the ‘777
20 Patent in the form of user manuals packaged with REI’s printers and/or inks.

21 58. RUSA actively induces infringement of one or more of the claims of the ‘777 Patent
22 by its customers and end users of at least the accused products and is therefore liable for indirect
23 infringement under 35 U.S.C. § 271(b). RUSA sells the L4160 Pro AR Ink Packs to customers,
24 such as commercial print shops, for example, for use in printing banners, signs, and other printed
25 products on media comprising non-absorbing substrates. Upon information and belief, RUSA’s
26 customers use at least the L4160 Pro AR Ink Packs in production printers, such as the Pro L4130
27 and Pro L4160 model production printers, for example, to print on media comprising a non-
28 absorbing substrate. The Pro L4130 and 4160 model production printers as marketed as being

1 configured for use with the L4160 Pro AR Ink Packs to print signs, banners, and the like, on
2 media comprising any of several non-absorbing substrates. Upon information and belief, REI
3 and/or RUSA provides information to its customers in the form of brochures, manuals, online
4 content, and via live demonstrations at industry conferences and exhibitions instructing them to
5 use the L4160 Pro AR Ink Packs products with media comprising a non-absorbing substrate in a
6 manner which directly infringes at least claim 1 of the '777 Patent.

7 59. REI contributes to the infringement of one or more of the claims of the '777 patent
8 by its customers and end users of at least the accused products and is therefore liable for indirect
9 infringement under 35 U.S.C. § 271(c). REI makes at least the L4160 AR Ink Packs which
10 comprise aqueous ink jet ink and are marketed as being ideal for a wide range of uses, from
11 posters and point of purchase to window applications and outdoor banners. The L4160 AR Ink
12 Packs are intended to be used in combination with a suitably configured printer to print on media
13 comprising non-absorbing substrates. The L4160 AR Ink Packs are especially designed for use
14 in this manner, printing on non-absorbing substrates, such that the L4160 Ink Packs comprise a
15 material part of the invention claimed in at least claim 1 of the '777 Patent. Further, upon
16 information and belief, the L4160 AR Inks have no substantial non-infringing use, as they are
17 specifically designed for use for printing on non-absorbing substrates. Use by REI's customers
18 of the L4160 AR Ink Packs in the manner advertised by REI constitutes direct infringement of at
19 least claim 1 of the '777 Patent.

20 60. RUSA contributes to the infringement of one or more of the claims of the '777
21 patent by its customers and end users of at least the accused products and is therefore liable for
22 indirect infringement under 35 U.S.C. § 271(c). RUSA sells at least the L4160 AR Ink Packs
23 which comprise aqueous ink jet inks and are marketed as being ideal for a wide range of uses,
24 from posters and point of purchase to window applications and outdoor banners. The L4160 AR
25 Ink Packs are intended to be used in combination with a suitably configured printer to print on
26 media comprising non-absorbing substrates. The L4160 AR Ink Packs are especially designed
27 for use in this manner, printing on non-absorbing substrates, such that the L4160 Ink Packs
28 comprise a material part of the invention claimed in at least claim 1 of the '777 Patent. Further,

1 upon information and belief, the L4160 AR Inks have no substantial non-infringing use, as they
2 are specifically designed for use for printing on non-absorbing substrates. Use by REI's
3 customers of the L4160 AR Ink Packs in the manner advertised by REI constitutes direct
4 infringement of at least claim 1 of the '777 Patent.

5 61. CCI expressly reserves the right to assert additional claims of the '777 Patent
6 against REI and RUSA, respectively.

7 62. CCI has been damaged as a result of REI's and RUSA's infringing conduct. REI
8 and RUSA are, thus, liable to CCI in an amount that adequately compensates for their
9 infringement, which, by law, cannot be less than a reasonable royalty, together with interest and
10 costs as fixed by this Court under 35 U.S.C. § 284.

11 63. Based on REI's and RUSA's respective objective recklessness, CCI is further
12 entitled to enhanced damages under 35 U.S.C. § 284.

13 64. For at least the reasons stated above, in reference to the '102 Patent of CCI, Mimaki
14 likely had prior knowledge of, or was willfully blind to, the existence of the '777 Patent since
15 well before the filing of this Complaint.

16 65. Additionally, or alternatively, Mimaki has actual knowledge of the existence of the
17 '777 Patent since at least March 13, 2017, the date which Mimaki received a copy of the '777
18 Patent attached to correspondence from CCI alleging infringement of one or more claims of the
19 '777 Patent consistent with the allegations made herein.

20 66. Mimaki, without authority, consent, right, or license, and in direct infringement of
21 the '777 Patent, manufacture, have manufactured, make, have made, use, import, have imported,
22 market, sell, or offer for sale systems or products infringing one or more claims of the '777 Patent.
23 By way of example only, Mimaki's making, selling, and using the LX101 series inks for printing
24 on various media comprising non-absorbing substrates directly infringe at least Claim 1 of the
25 '777 Patent.

26 67. Mimaki actively induces infringement of one or more of the claims of the '777
27 Patent by its customers and end users of at least the accused products and is therefore liable for
28 indirect infringement under 35 U.S.C. § 271(b). Mimaki makes and sells the LX101 series inks

1 to customers, such as commercial print shops, for example, usable to print on PVC film, banner
2 materials, and other media comprising non-absorbing substrates. Upon information and belief,
3 Mimaki's customers use at least the LX101 series inks in production printers, such as the JV400
4 Series printers, for example, to print on media comprising a non-absorbing substrate. Mimaki
5 markets the JV400 Series printers as being configured for use with the LX101 series inks to print
6 signs, banners, and the like, on media comprising any of several non-absorbing substrates. Upon
7 information and belief, Mimaki provides information to its customers in the form of brochures,
8 manuals, online content, and via live demonstrations at industry conferences and exhibitions
9 instructing them to use the LX101 series ink products with media comprising a non-absorbing
10 substrate in a manner which directly infringes at least claim 1 of the '777 Patent.

11 68. Mimaki contributes to the infringement of one or more of the claims of the '777
12 patent by its customers and end users of at least the accused products and is therefore liable for
13 indirect infringement under 35 U.S.C. § 271(c). Mimaki makes and sells at least the LX101
14 series inks which comprise aqueous ink jet inks and are marketed as being usable to print on PVC
15 film, banner materials, and other media comprising non-absorbing substrates. As such, the
16 LX101 series inks of Mimaki comprise a material component of the combination claimed in the
17 '777 Patent. The LX101 series inks are especially suited for use with media comprising a non-
18 absorbing substrate as claimed in at least claim 1 of the '777 Patent. Use by Mimaki's customers
19 of the LX101 series inks as advertised by Mimaki constitutes direct infringement of at least claim
20 1 of the '777 Patent. Upon information and belief, the LX101 series inks have no substantial
21 non-infringing use.

22 69. CCI expressly reserves the right to assert additional claims of the '777 Patent
23 against Mimaki.

24 70. CCI has been damaged as a result of Mimaki's infringing conduct. Mimaki is, thus,
25 liable to CCI in an amount that adequately compensates for their infringement, which, by law,
26 cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court
27 under 35 U.S.C. § 284. Based on Mimaki's objective recklessness, CCI is further entitled to
28 enhanced damages under 35 U.S.C. § 284.

VI. PATENT INFRINGEMENT

U.S. Patent No. 6,197,466 B2

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3 71. CCI repeats and realleges all preceding paragraphs of this Complaint, as though
4 fully set forth herein.

5 72. On March 6, 2001, United States Patent No. 6,197,466 B2 (“the ‘466 Patent”) was
6 duly and legally issued for an “Electrophotographic Toner Surface Treated with metal Oxide.”
7 The ‘466 Patent remains in force as of the filing of this Complaint. A true and correct copy of
8 the ‘466 Patent is attached hereto as Exhibit “C” and made a part hereof.

9 73. CCI is the owner of all right and title in the ‘466 Patent, including all rights to
10 enforce and prosecute action for infringement of the ‘466 Patent and to collect damages for all
11 relevant times against infringers of the ‘466 Patent. Accordingly, CCI possesses the exclusive
12 right and standing to prosecute the present action for infringement of the ‘466 Patent by
13 Defendants.

14 74. The ‘466 Patent generally discloses and claims toners comprising particles treated
15 with metal oxides. Metal oxides, such as titanium dioxide, silicon dioxide, or a combination
16 thereof, are mixed with the toner particles in a manner causing embedment of metal oxide
17 particles below the surface of toner particles. The resulting toner composition may exhibit more
18 stable triboelectric charging and may, therefore, improve image quality in electrophotographic
19 printing operations.

20 75. For at least the reasons stated above, in reference to the ‘102 Patent of CCI, REI
21 and RUSA, respectively, likely had prior knowledge of, or was willfully blind to, the existence
22 of the ‘466 Patent since well before the filing of this Complaint.

23 76. Additionally, or alternatively, REI and RUSA have actual knowledge of the
24 existence of the ‘466 Patent since at least March 10, 2017, the date which REI and RUSA each
25 received copies of the ‘466 Patent attached to correspondence from CCI alleging infringement of
26 one or more claims of the ‘466 Patent consistent with the allegations made herein.

27 77. REI, without authority, consent, right, or license, and in direct infringement of the
28 ‘466 Patent, manufacture, have manufactured, make, have made, use, import, or have imported

1 systems or products that directly infringe one or more claims of the '466 Patent. By way of
2 example only, REI's manufacture of the PxP-EQ toner and the Ricoh Black Toner infringes at
3 least Claim 9 of the '466 Patent. Additionally, upon information and belief, REI's manufacture
4 of Savin Color LP Toner Cassettes infringes at least Claim 9 of the '466 Patent

5 78. RUSA, without authority, consent, right, or license, and in direct infringement of
6 the '466 Patent import, have imported, market, sell, or offer for sale systems or products that
7 directly infringe one or more claims of the '466 Patent. By way of example only, RUSA's sale
8 of the PxP-EQ toner and the Ricoh Toner infringes at least Claim 9 of the '466 Patent.
9 Additionally, upon information and belief, RUSA's selling of Savin Color LP Toner Cassettes
10 infringes at least Claim 9 of the '466 Patent.

11 79. Upon information and belief, the PxP-EQ and Ricoh Toner are electrophotographic
12 toner compositions, each comprising toner particles mixed with the metal oxides titanium dioxide
13 and silicon dioxide, with at least a portion of the metal oxide particles embedded below the
14 surface of the toner particles. The total metal oxide content for each of the PxP-EQ toner and the
15 Ricoh Black Toner is believed to be between 0.1 – 5.0% by weight. The PxP-EQ toner and Ricoh
16 Black is compatible with many printers manufactured by RFG entities.

17 80. By way of example, a sample of Ricoh's PxP-EQ toner was analyzed. Elemental
18 analysis was conducted by X-ray Photoelectron Spectroscopy (XPS) and bulk elemental analysis
19 by Inductively coupled plasma atomic emission spectroscopy (ICP-AES). XPS testing showed
20 that the PxP-EQ toner comprised titanium dioxide and silicon dioxide particles embedded or at
21 least partly embedded below the surface of the toner particles. Further, ICP-AES showed that
22 the PxP-EQ toner comprised about 0.4% by weight of titanium dioxide and about 3.4% by weight
23 of silicon dioxide. These results are believed to be representative of all Ricoh PxP-EQ toners.

24 81. By way of example, a sample of Ricoh Toner, product code 406475, was analyzed.
25 XPS analysis and high angle annular dark field (HAADF) scanning transmission electron
26 microscopy (STEM) imaging demonstrated the presence of toner particles embedded below the
27 surface of the Ricoh Toner. Inductively coupled plasma mass spectrometry (ICP-MS) bulk
28 analysis showed that the Ricoh Toner comprised about 2.0% by weight of silicon dioxide and

1 about 3 ppm of titanium dioxide, which amounts to about 2.0% collectively, of titanium oxide
2 and silicon dioxides. These results are believed to be representative of the composition of all
3 Ricoh Toner products.

4 82. Upon information and belief, the Savin Color LP Toner is an electrophotographic
5 toner composition comprising toner particles mixed with the metal oxides titanium dioxide and
6 silicon dioxide, with at least a portion of the metal oxide particles embedded below the surface
7 of the toner particles. The total metal oxide content of the Color LP Toner is believed to be
8 between 0.1 – 5.0% by weight. The Color LP Toners are compatible with many printers
9 manufactured by RFG entities.

10 83. By way of example, a sample of Savin Color LP Type 105 Black Toner, product
11 code 9862 was analyzed. XPS analysis and HAADF STEM imaging demonstrated the presence
12 of toner particles embedded below the surface of the Color LP Toner. ICP-MS bulk analysis
13 showed that the Color LP Toner comprised about 0.92% by weight of silicon dioxide and about
14 0.36% by weight of titanium dioxide, which amounts to about 1.28% by weight, collectively, of
15 titanium oxide and silicon dioxides. These results are believed to be representative of the
16 composition of all Color LP Toner products.

17 84. CCI expressly reserves the right to assert additional claims of the '466 Patent
18 against REI and RUSA, respectively.

19 85. CCI has been damaged as a result of the infringing conduct of REI and RUSA. REI
20 and RUSA are, thus, liable to CCI in an amount that adequately compensates for their
21 infringement, which, by law, cannot be less than a reasonable royalty, together with interest and
22 costs as fixed by this Court under 35 U.S.C. § 284.

23 86. Based on REI's and RUSA's respective objective recklessness, CCI is further
24 entitled to enhanced damages under 35 U.S.C. § 284.

25 87. For at least the reasons stated above, in reference to the '102 Patent of CCI, Lanier
26 likely had prior knowledge of, or was willfully blind to, the existence of the '466 Patent since
27 well before the filing of this Complaint.
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1 88. Additionally, or alternatively, Lanier has actual knowledge of the existence of the
2 '466 Patent since at least March 10, 2017, the date which Lanier received a copy of the '466
3 Patent attached to correspondence from CCI alleging infringement of one or more claims of the
4 '466 Patent consistent with the allegations made herein.

5 89. Lanier, without authority, consent, right, or license, and in direct infringement of
6 the '466 Patent, manufacture, have manufactured, make, have made, use, import, have imported,
7 market, sell, or offer for sale systems or products that directly infringe one or more claims of the
8 '466 Patent. By way of example only, Lanier's manufacture and sale of the 4800038 Black Toner
9 infringes at least Claim 9 of the '466 Patent.

10 90. Upon information and belief, the Lanier 4800038 Black Toner is an
11 electrophotographic toner composition comprising toner particles mixed with the metal oxides
12 titanium dioxide and silicon dioxide, with at least a portion of the metal oxide particles embedded
13 below the surface of the toner particles. The total metal oxide content of the 4800038 Black
14 Toner is believed to be between 0.1 – 5.0% by weight. Upon information and belief, the 4800038
15 Black Toner is compatible with many printers manufactured by RFG entities.

16 91. By way of example, a sample of Lanier's 4800038 Black Toner was analyzed. XPS
17 analysis and HAADF STEM imaging demonstrated the presence of toner particles embedded
18 below the surface of the 4800038 Black Toner. ICP-MS bulk analysis showed that the 4800038
19 Black Toner comprised about 0.59% by weight of silicon dioxide and about 0.046% by weight
20 of titanium dioxide, which amounts to about 0.64% by weight, collectively, of titanium oxide and
21 silicon dioxides. These results are believed to be representative of the composition of all Color
22 LP Toner products.

23 92. CCI expressly reserves the right to assert additional claims of the '466 Patent
24 against Lanier.

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

1 respectively, received copies of the '127 Patent attached to correspondence from CCI alleging
2 infringement of one or more claims of the '127 Patent consistent with the allegations made herein.

3 101. REI, without authority, consent, right, or license, and in direct infringement of the
4 '127 Patent, manufacture, have manufactured, make, have made, use, import, have imported
5 systems or products that directly infringe one or more claims of the '127 Patent. By way of
6 example only, REI's manufacture of the MP W7100 and W8140 series printer/copier/scanner
7 devices infringes at least 1 of the '127 Patent. In addition, REI's manufacture of the MP7100
8 series printer/copier/scanner devices marketed and sold under the Savin brand name infringes at
9 least 1 of the '127 Patent.

10 102. RUSA, without authority, consent, right, or license, and in direct infringement of
11 the '127 Patent market, sell, or offer for sale systems or products that directly infringe one or
12 more claims of the '127 Patent. By way of example only, RUSA's selling of the MP W7100 and
13 W8140 series printer/copier/scanner devices infringes at least Claim 1 of the '127 Patent. In
14 addition, RUSA's selling of the MP7100 series printer/copier/scanner devices under the Savin
15 brand name infringes at least 1 of the '127 Patent.

16 103. The MP W7100/W8140 and MP7100 devices are implemented with a Web Image
17 Monitor accommodating access by remote users to provide configuration and operating
18 instructions to the devices via a web browser. Upon information and belief, use of the Web Image
19 Monitor allows remote users to interface with the marking engine of the accused devices via
20 downloadable software to view one or more statuses of the accused device as well as to configure
21 and command operation of the accused devices.

22 104. REI, without authority, consent, right, or license, and in direct infringement of the
23 '127 Patent, manufacture, have manufactured, make, have made, use, import, have imported the
24 following devices which comprise similar features and functions to those of the W7100 and
25 W8140 series devices and, therefore, similarly infringe the '127 Patent: the MP 3554 series
26 devices; the SP C250DN series devices; the MP301SPF series devices; the MP C6503 series
27 devices; the MP C8003 series devices; the MP C3004/3504/4504/6004 series devices; the MP
28 C2004/2504 series devices; the MP C306 and C401 series devices; the MP

1 4054SP/5054SP/6054SP series devices; the SP 3600DN/3600SF/3610SF series devices; the MP
2 2501 series devices; the SG 3100 series devices; and, the SP 3510SF series devices.

3 105. RUSA, without authority, consent, right, or license, and in direct infringement of
4 the '127 Patent market, sell, or offer for sale the following devices which comprise similar
5 features and functions to those of the W7100 and W8140 series devices and, therefore, similarly
6 infringe the '127 Patent: the MP 3554 series devices; the SP C250DN series devices; the
7 MP301SPF series devices; the MP C6503 series devices; the MP C8003 series devices; the MP
8 C3004/3504/4504/6004 series devices; the MP C2004/2504 series devices; the MP C306 and
9 C401 series devices; the MP 4054SP/5054SP/6054SP series devices; the SP
10 3600DN/3600SF/3610SF series devices; the MP 2501 series devices; the SG 3100 series devices;
11 and, the SP 3510SF series devices.

12 106. CCI expressly reserves the right to assert additional claims of the '127 Patent
13 against REI and RUSA, respectively.

14 107. CCI has been damaged as a result of REI's and RUSA's infringing conduct. REI
15 and RUSA are, thus, liable to CCI in an amount that adequately compensates for their
16 infringement, which, by law, cannot be less than a reasonable royalty, together with interest and
17 costs as fixed by this Court under 35 U.S.C. § 284.

18 108. Based on REI's and RUSA's respective objective recklessness, CCI is further
19 entitled to enhanced damages under 35 U.S.C. § 284.

20 109. Lanier had knowledge of the existence of the '127 Patent since at least March 23,
21 2011 when Ricoh Co., Ltd., the parent entity owning Lanier caused to be filed with the U.S.
22 Patent and Trademark Office an Information Disclosure Statement citing the '127 Patent during
23 the prosecution of U.S. Patent Application 11/846,884. In total, Ricoh Co., Ltd. the '127 Patent
24 was cited during prosecution of eight Ricoh Co., Ltd. patents. Further, upon information and
25 belief, Lanier acquired knowledge of the '127 Patent through benchmarking activities undertaken
26 by Lanier investigating competitor's products, such as those of KODAK.

27 110. Additionally, or alternatively, Lanier has actual knowledge of the existence of the
28 '127 Patent since at least March 10, 2017, the date which Lanier received a copy of the '127

1 Patent attached to correspondence from CCI alleging infringement of one or more claims of the
2 '127 Patent consistent with the allegations made herein.

3 111. Lanier, without authority, consent, right, or license, and in direct infringement of
4 the '127 Patent, manufacture, have manufactured, make, have made, use, import, have imported,
5 market, sell, or offer for sale systems or products that directly infringe one or more claims of the
6 '127 Patent. By way of example only, Lanier's manufacture of the MP 402SPF, the SP 5300DN,
7 the MP 501SPF, and the MP 601SPF series devices infringes at least Claim 1 of the '127 Patent.
8 Upon information and belief, these Lanier products comprise similar features and functions as
9 those of the W7100 and W8140 series devices of Ricoh and, therefore, similarly infringe the '127
10 Patent. Namely, the accused Lanier products, are implemented with a Web Image Monitor
11 accommodating remote user configuration and operation of the accused Lanier products.

12 112. CCI expressly reserves the right to assert additional claims of the '127 Patent
13 against Lanier.

14 113. CCI has been damaged as a result of Lanier's infringing conduct. Lanier is, thus,
15 liable to CCI in an amount that adequately compensates for their infringement, which, by law,
16 cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court
17 under 35 U.S.C. § 284. Based on Lanier's objective recklessness, CCI is further entitled to
18 enhanced damages under 35 U.S.C. § 284.

19 **IV. JURY DEMAND**

20 114. Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of
21 Civil Procedure.

22 **V. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff respectfully requests that the Court find in its favor and against
24 Defendants, and that the Court grant Plaintiff the following relief:

- 25 a. Judgment that one or more claims of the Asserted Patents have been directly
26 infringed, either literally or under the doctrine of equivalents, by Defendants, or
27 judgment that one or more of the claims of the Asserted Patents have been directly
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- infringed by others and indirectly infringed by Defendants, to the extent Defendants contributed to or induced such direct infringement by others;
- b. Judgment that Defendants account for and pay to Plaintiff all damages to and costs incurred by Plaintiff because of Defendants' infringing activities and other conduct complained of herein, including enhanced damages as permitted by 35 U.S.C. § 284;
 - c. That Plaintiff be granted pre-judgment and post-judgment interest on the damages caused by Defendants' infringing activities and other conduct complained of herein;
 - d. That the Court declare this an exceptional case and award Plaintiff its reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and
 - e. That Plaintiff be granted such other and further relief as the Court may deem just and proper under the circumstances.

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DATED: August 3, 2017

/s/ Brett M. Pinkus

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