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RICHARD W. WIEKING  
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NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE


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12 SEIKO EPSON CORPORATION

13  
14 UNITED STATES DISTRICT COURT  
15 FOR THE NORTHERN DISTRICT OF CALIFORNIA

**WDB**

**C06 06946** 

17 SEIKO EPSON CORPORATION, a Japanese  
corporation,

Case No.:

18 Plaintiff,

**COMPLAINT FOR PATENT  
INFRINGEMENT**

20 CORETRONIC CORPORATION, a  
21 Taiwanese Corporation; and

**DEMAND FOR JURY TRIAL**

22 OPTOMA TECHNOLOGY, INC. a  
23 California corporation,

24 Defendants.

1 1 Plaintiff Seiko Epson Corporation (“SEIKO EPSON”) is a company organized  
2 under the laws of Japan, with a place of business at 3-5Owa-chome, Suwa-shi, Nagano-ken, 392-  
3 8502, Japan.

4 2. On information and belief, Defendant Coretronic Corporation (“CORETRONIC”)  
5 is a company organized under the laws of Taiwan, with a place of business at No.11, Li-Hsing  
6 Road, Science Park, Hsinchu, Taiwan 300, R.O.C. and is subject to suit in California.

7 3. On information and belief, Defendant Optoma Technology, Inc. (“OPTOMA”) is a  
8 California corporation having a principal place of business at 715 Sycamore Drive, Milpitas CA  
9 95035 and is subject to suit in California.

10 JURISDICTION AND VENUE

11 4. This action arises under the patent laws of the United States, Title 35 of the United  
12 States Code.

13 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and  
14 1338(a).

15 6. Venue in this district is proper pursuant to 28 U. S. C. § 1391(b) & (c) and  
16 §1400(b).

17  
18 INTRADISTRICT ASSIGNMENT

19 7. Intradistrict assignment under Civil L.R. 3-2(c) is not applicable as this matter is an  
20 intellectual property action.

21 Count I (Patent Infringement)

22 8. SEIKO EPSON repeats and realleges paragraphs 1-7 above.

23 9. SEIKO EPSON is the sole owner of United States Patent No. 6,203,158 (the “158  
24 patent”), issued on March 20, 2001, and has the right to sue on the ‘158 patent.

25 10. SEIKO EPSON is the sole owner of United States Patent No. 6,402,324 (the “324  
26 patent”), issued on June 11, 2002 and has the right to sue on the ‘324 patent.

27 11. SEIKO EPSON is the sole owner of United States Patent No. 6,527,392 (the “392  
28 patent”), issued on March 4, 2003, and has the right to sue on the ‘392 patent.

1 12. SEIKO EPSON is the sole owner of United States Patent No. 6,558,004 (the "004  
2 patent"), issued on May 6, 2003 and has the right to sue on the '004 patent.

3 13. SEIKO EPSON is the sole owner of United States Patent No. 6,644,817 (the "817  
4 patent"), issued on November 11, 2003, and has the right to sue on the '817 patent.

5 14. The '158, '324, '392, '004 and '817 Patents, cumulatively (the "SEIKO EPSON  
6 PATENTS"), are directed to projectors and related apparatuses.

7 15. On information and belief, CORETRONIC has infringed and is continuing to  
8 infringe the SEIKO EPSON PATENTS by making, using, offering to sell, selling and/or importing  
9 into the United States projectors that are encompassed by claims of the SEIKO EPSON  
10 PATENTS, and by inducing others to infringe the SEIKO EPSON PATENTS. On information  
11 and belief, CORETRONIC will continue to infringe the SEIKO EPSON PATENTS unless  
12 enjoined by this Court.

13 16. On information and belief, OPTOMA has infringed and is continuing to infringe  
14 the SEIKO EPSON PATENTS by making, using, offering to sell, selling and/or importing into the  
15 United States projectors that are encompassed by claims of the SEIKO EPSON PATENTS, and by  
16 inducing others to infringe the SEIKO EPSON PATENTS. On information and belief, OPTOMA  
17 will continue to infringe the SEIKO EPSON PATENTS unless enjoined by this Court.

18 17. CORETRONIC had knowledge of the SEIKO EPSON PATENTS, and has  
19 therefore infringed the SEIKO EPSON PATENTS willfully and deliberately, thereby rendering  
20 this case exceptional under the United States patent laws.

21 18. OPTOMA had knowledge of the SEIKO EPSON PATENTS, and has therefore  
22 infringed the SEIKO EPSON PATENTS willfully and deliberately, thereby rendering this case  
23 exceptional under the United States patent laws.

24 WHEREFORE, SEIKO EPSON prays that this Court:

25 1. Adjudge and decree that CORETRONIC has directly or indirectly infringed one or  
26 more claims of each of the SEIKO EPSON PATENTS;

27 2. Preliminarily and permanently enjoin CORETRONIC, its officers, agents, servants,  
28 employees, attorneys, and those persons in active concert or participation with them who receive

1 actual notice of the order by personal service or otherwise, from continuing to infringe the SEIKO  
2 EPSON PATENTS;

3 3. Order CORETRONIC to pay damages sustained by SEIKO EPSON by reason of  
4 CORETRONIC's infringement of the Seiko Epsn Patents, together with interest and costs;

5 4. Adjudge and decree that CORETRONIC's infringement of the SEIKO EPSON  
6 PATENTS has been and is willful and deliberate, and award SEIKO EPSON increased damages  
7 pursuant to 35 U.S.C. § 284;

8 5. Adjudge and decree that OPTOMA has directly or indirectly infringed one or more  
9 claims of each of the SEIKO EPSON PATENTS;

10 6. Preliminarily and permanently enjoin OPTOMA, its officers, agents, servants,  
11 employees, attorneys, and those persons in active concert or participation with them who receive  
12 actual notice of the order by personal service or otherwise, from continuing to infringe the SEIKO  
13 EPSON PATENTS;

14 7. Order OPTOMA to pay damages sustained by SEIKO EPSON by reason of  
15 OPTOMA's infringement of the SEIKO EPSON PATENTS, together with interest and costs;

16 8. Adjudge and decree that OPTOMA's infringement of the SEIKO EPSON  
17 PATENTS has been and is willful and deliberate, and award SEIKO EPSON increased damages  
18 pursuant to 35 U.S.C. § 284;

19 9. Award SEIKO EPSON attorneys' fees pursuant to 35 U.S.C. §285 and/or any other  
20 appropriate provision of law; and

21 10. Award SEIKO EPSON such further relief as this Court deems just and proper.

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23 **JURY DEMAND**

24 SEIKO EPSON hereby demands, pursuant to Fed. R. Civ. P. 38, a trial by jury of  
25 all issues so triable.  
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Dated: November 6, 2006

Respectfully submitted,

SEIKO EPSON CORPORATION .

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