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6 Attorneys for Plaintiffs Seiko Epson
7 Corporation, Epson America, Inc., and
8 Epson Portland Inc.

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 WESTERN DIVISION
12

13 SEIKO EPSON CORPORATION,
14 a Japan corporation; EPSON
15 AMERICA, INC., a California
16 corporation; and EPSON PORTLAND
17 INC., an Oregon corporation,,
18

16 Plaintiffs,

17 vs.

18 VISION IMAGING SUPPLIES,
19 INC., a California corporation;
20 BERNARD KHACHI, an individual;
21 and RAYMOND KHACHI, an
22 individual,
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21 Defendants.
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CASE NO. _____

**COMPLAINT FOR:
PATENT INFRINGEMENT**

DEMAND FOR JURY TRIAL

Trial Date: None Set

1 Plaintiffs Seiko Epson Corporation, Epson America, Inc., and Epson Portland
2 Inc., (collectively, "Epson"), for their Complaint herein, allege as follows:

3 **NATURE OF THE ACTION**

4 1. This is an action for patent infringement of United States Patent No.
5 United States Patent No. 8,454,116 ("the '116 patent") arising under the patent laws of
6 the United States, 35 U.S.C. § 1 *et. seq.*

7 2. The infringing products at issue are aftermarket ink cartridges for use with
8 Epson printers. Over the years Epson has brought numerous actions in various district
9 courts as well as the United States International Trade Commission ("ITC" or
10 "Commission") for infringement of its patents. The ITC has issued two general
11 exclusion orders that prohibit the importation of ink cartridges that infringe certain
12 Epson patents, including the three patents asserted in this case. Epson's patent
13 enforcement efforts have been widely publicized and reported by the aftermarket ink
14 cartridge industry and by Epson itself. As a result, the aftermarket ink cartridge
15 industry is intimately familiar with the two ITC general exclusion orders and Epson's
16 patents. The aftermarket ink cartridge industry knows that importation and sale of ink
17 cartridges for use with Epson printers may violate the ITC's general exclusion orders
18 and infringe Epson's patents, including the '116 patent. Epson also gives notice of its
19 patents, including the '116 patent, by virtual marking of its cartridges pursuant to 35
20 U.S.C. § 287(a). Nevertheless, infringers continue to import and sell ink cartridges that
21 infringe Epson's patents, including the '116 patent, in flagrant violation of the ITC's
22 general exclusion orders and United States patent law.

23 3. Defendants in this case are willful infringers of the '116 patent and
24 violators of the ITC's general exclusion orders. Epson brings this action to recover
25 money damages, for a preliminary and permanent injunction, and for other relief as set
26 forth herein.

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1 **RELATED ACTIONS**

2 4. This action is related to the following twenty-five actions because the '116
3 patent asserted here is/was also asserted in those cases and/or the accused products at
4 issue in this case overlap with the same or similar infringing aftermarket ink cartridges
5 in those cases:

- 6 a. *Seiko Epson Corporation, et al. v. Audoormatics USA, Inc., et*
7 *al.*, Civil No. 2:20-cv-11148-MCS-MAA (C.D.CA), filed on
8 December 9, 2020, currently pending;
- 9 b. *Seiko Epson Corporation, et al. v. Straightouttaintk, LP, et al.*,
10 Civil No. 5:19-cv-08240 (N.D.CA.), filed on December 18,
11 2019, currently pending;
- 12 c. *Seiko Epson Corporation, et al. v. Vintrick Inc., et al.*, Civil No.
13 1:19-cv-10697-CJC-AFM (C.D.CA.), filed on December 18,
14 2019, concluded by default judgment and permanent injunction;
- 15 d. *Seiko Epson Corporation, et al. v. BCH Technologies LLC, et al.*,
16 Civil No. 1:19-cv-01067 (M.D.N.C.), filed on October 17, 2019,
17 concluded by settlement, consent judgment and permanent
18 injunction with respect to certain defendants, and currently
19 pending with respect to certain other defendants;
- 20 e. *Seiko Epson Corporation, et al. v. STS Refill Technology, LLC,*
21 *et al.*, Civil No. 9:18-cv-81723-CV-ALTMAN (S.D.FL.), filed
22 on December 17, 2018, concluded by settlement, consent
23 judgment and permanent injunction;
- 24 f. *Seiko Epson Corporation, et al. v. CIS Systems, Inc., et al.*, Civil
25 No. 1:18-cv-06586-ENV-PK (N.D.IL.), filed on September 27,
26 2018, concluded by settlement, consent judgment and permanent
27 injunction;
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- 1 g. *Seiko Epson Corporation, et al. v. Inkjet2U LLP, et al.*, Civil No.
2 3:16-cv-2322-YY (D. Or.) filed on December 14, 2016,
3 concluded by default judgment and permanent injunction;
- 4 h. *Seiko Epson Corporation, et al. v. FTrade Inc., et al.*, Civil No.
5 1:18-cv-05036-ENV-PK (E.D.N.Y.), filed on September 5, 2018,
6 concluded by settlement, consent judgment and permanent
7 injunction;
- 8 i. *Seiko Epson Corporation, et al. v. Sinotime Technologies, Inc.,*
9 *et al.*, Civil No. 18-cv-22838-Gayles/Otazo-Reyes (S.D. Fla.)
10 filed on July 13, 2018, concluded by settlement, consent
11 judgment and permanent injunction;
- 12 j. *Seiko Epson Corporation, et al. v. EZ Inks et al.*, Civil No. 1:18-
13 cv-01338 (E.D.N.Y.), filed on March 2, 2018, concluded by
14 settlement, consent judgment and permanent injunction;
- 15 k. *Seiko Epson Corporation, et al. v. InkPro2Day, et al.*, Civil No.
16 2:18-cv-00372-JAD-NJK (D. Nev.) filed on March 1, 2018,
17 concluded by default judgment and permanent injunction;
- 18 l. *Seiko Epson Corporation, et al. v. Soldcrazy USA LLC*, Civil No.
19 2:17-cv-04502-AB (JCx) (C.D. Cal.) filed on June 16, 2017,
20 concluded by default judgment and permanent injunction;
- 21 m. *Seiko Epson Corporation, et al. v. Prinko Image Co. (USA), Inc*,
22 Civil No. 2:17-cv-04501-AB (JCx) (C.D. Cal.) filed on June 19,
23 2017, concluded by default judgment and permanent injunction;
- 24 n. *Seiko Epson Corporation, et al. v. Advance Image*
25 *Manufacturers, Inc.*, Civil No. 3:17-cv-425-YY (D. Or.) filed on
26 March 16, 2017, concluded by default judgment and permanent
27 injunction;
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- 1 o. *Seiko Epson Corporation, et al. v. OW Supplies Corp., et al.*,
2 Civil No. 3:17-cv-363-YY (D. Or.) filed on March 3, 2017,
3 concluded by settlement, consent judgment and permanent
4 injunction;
- 5 p. *Seiko Epson Corporation, et al. v. Ta Trix USA Inc.*, Civil No.
6 3:17-cv-369-YY (D. Or.) filed on March 3, 2017, concluded by
7 settlement, consent judgment and permanent injunction;
- 8 q. *Seiko Epson Corporation, et al. v. Gaea Supplies Corporation,*,
9 Civil No. 3:17-cv-366-SB (D. Or.) filed on March 3, 2017,
10 concluded by settlement, consent judgment and permanent
11 injunction;
- 12 r. *Seiko Epson Corporation, et al. v. HT Tech, Inc. and HT Imaging*
13 *Inc.*, Civil No. 3:16-cv-2321-YY (D. Or.) filed December 14,
14 2016, concluded by settlement, consent judgment and permanent
15 injunction;
- 16 s. *Seiko Epson Corporation, et al. v. Shoppers Smart LLC, Houses*
17 *Investing, LLP and Houses Investing Of Florida, Corp.*, Civil
18 No. 3:16-cv-2324-YY (D. Or.) filed on December 14, 2016,
19 concluded by settlement, consent judgment and permanent
20 injunction;
- 21 t. *Seiko Epson Corporation, et al. v. Nano Business & Technology,*
22 *Inc.*, Civil No. 3:16-cv-02211-YY (D. Or.), filed on November
23 22, 2016, concluded by settlement, consent judgment and
24 permanent injunction;
- 25 u. *Seiko Epson Corporation, et al. v. Glory South Software*
26 *Manufacturing Inc., et al.*, Civil No. 06-236-BR (D. Or.), filed
27 on February 17, 2006, concluded by default judgment and
28 permanent injunction

- 1 v. *Seiko Epson Corporation, et al. v. Glory South Software*
2 *Manufacturing Inc., et al.*, Civil No. 06-477-BR (D. Or.), filed
3 on April 7, 2006, concluded by default judgment and permanent
4 injunction;
- 5 w. *Seiko Epson Corporation, et al. v. Abacus 24-7 LLC, et al.*, Civil
6 No. 09-477-BR (D. Or.), filed on April 28, 2009, concluded by
7 settlement, consent judgment and permanent injunction;
- 8 x. *Seiko Epson Corporation, et al. v. E-Babylon, Inc., et al.*, Civil
9 No. 07-896-BR (D. Or.), filed on June 18, 2007, concluded by
10 settlement, consent judgment and permanent injunction; and
- 11 y. *Seiko Epson Corporation, et al. v. Inkjetmadness.com, Inc., et*
12 *al.*, Civil No. 08-452-BR (D. Or.), filed on April 10, 2008,
13 concluded by settlement, consent judgment and permanent
14 injunction.

15 5. In addition, this action is related to *In the Matter of CERTAIN INK*
16 *CARTRIDGES AND COMPONENTS THEREOF*, Investigation No. 337-TA-946,
17 United States International Trade Commission, Washington, D.C., which was
18 adjudicated by the ITC in a final determination (Commission Opinion, May 26, 2016)
19 (the "ITC 946 Investigation") and in which the Commission issued a General Exclusion
20 Order and certain Cease and Desist Orders that include the '116 patent. The '116 patent
21 asserted in this case was litigated in the ITC 946 Investigation against the same or
22 overlapping groups of aftermarket ink cartridges that are accused of infringement in this
23 action.

24 6. Finally, this action is related to *In the Matter of CERTAIN INK*
25 *CARTRIDGES AND COMPONENTS THEREOF*, Investigation No. 337-TA-565,
26 United States International Trade Commission, Washington, D.C., which was
27 adjudicated by the ITC in a final determination (Commission Opinion, Oct. 19, 2007)
28 (the "ITC 565 Investigation") and in which the Commission issued a General Exclusion

1 Order and certain Cease and Desist Orders that include various Epson patents, not at
2 issue here, insofar as the same or overlapping groups of aftermarket ink cartridges that
3 are accused of infringement in this action were also at issue in the ITC 565
4 Investigation.

5 **THE PARTIES**

6 7. Plaintiff Seiko Epson Corporation ("Seiko Epson") is a corporation
7 organized and existing under the laws of Japan. Its principal place of business is
8 located at 3-3-5 Owa Suwa-Shi Nagano-Ken, 392-8502, Japan. Seiko Epson is the
9 assignee of the '116 patent.

10 8. Plaintiff Epson America, Inc. ("Epson America") is a corporation
11 organized and existing under the laws of the State of California. Its principal place of
12 business is located at 3131 Katella Avenue, Los Alamitos, California 90720. As the
13 North American sales, marketing and customer service affiliate of Seiko Epson, Epson
14 America is the exclusive licensee of the '116 patent for distributing in the United States
15 Epson ink cartridges that embody the inventions contained in the '116 patent, including
16 cartridges manufactured by Epson Portland Inc.

17 9. Plaintiff Epson Portland Inc. ("Epson Portland") is a corporation organized
18 and existing under the laws of the State of Oregon. Its principal place of business is
19 located at 3950 NE Aloclek Drive, Hillsboro, Oregon 97124. Epson Portland is the
20 exclusive licensee of the '116 patent for manufacturing in the United States Epson ink
21 cartridges that embody the inventions contained in the '116 patent. Seiko Epson, Epson
22 America, and Epson Portland are sometimes referred to collectively herein as "Epson"
23 or "Plaintiffs."

24 10. Plaintiffs produce and sell ink cartridges that operate with Epson ink jet
25 printers utilizing Epson's patented technology and designs in the United States and in
26 this judicial district.

27 11. On information and belief, and according to the California Secretary of
28 State, defendant Vision Imaging Supplies, Inc. ("Vision Imaging") is a corporation

1 organized and existing under the laws of the State of California with a business address
2 at 9540 Cozycroft Avenue, Chatsworth, California 91311. Based on information and
3 belief, and according to filings with the California Secretary of State by Vision
4 Imaging, defendant Bernard Khachi is the Chief Executive Officer ("CEO"), Chief
5 Financial Officer ("CFO"), Director, and registered agent for service of process of
6 Vision Imaging, with an address for service of process at 9540 Cozycroft Avenue,
7 Chatsworth, California 91311.

8 12. On information and belief, defendant, Bernard Khachi is an individual who
9 resides in California and according to Vision Imaging's filings with the California
10 Secretary of State he is the Chief Executive Officer ("CEO"), Chief Financial Officer
11 ("CFO"), Director, and registered agent for service of process of defendant Vision
12 Imaging. Based on information and belief, Bernard Khachi's residence address is 5301
13 Parion Court, Woodland Hills, California 91367.

14 13. On information and belief, defendant, Raymond Khachi is an individual
15 who resides in California, and according to Vision Imaging's filings with the California
16 Secretary of State, he is the corporate secretary of defendant Vision Imaging. Based on
17 information and belief, Raymond Khachi's residence address is 24218 Abbeywood
18 Drive, West Hills California 91307.

19 14. Collectively, defendants Vision Imaging, Bernard Khachi, and Raymond
20 Khachi are referred to herein as "Defendants."

21 15. On information and belief, Defendants have and continue to conduct
22 business on the Internet under various seller names, including but not limited to "Vision
23 Imaging Supplies, Inc." through their website visionimaginginc.com, and through their
24 listings and/or storefronts on ebay.com under the seller name "dillonno1." Directly
25 through their website and ebay.com Defendants offer for sale and sell ink cartridges
26 that infringe the '116 patent.

27 16. For example, in the annotated screen capture below of Defendants' listing
28 on their website visionimaginginc.com, visited on March 4, 2021, Defendants offered

1 for sale infringing ink cartridges for Epson printers and describe the infringing ink
2 cartridges as: "Remanufactured Epson 252XL (T252XL120) Black Ink Cartridge" for
3 Epson Workforce WF-7610 Printers.

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Toll Free: 800-795-0850 | sales@vis-llc.com

VISION
IMAGING SUPPLIES, INC.


Find your cartridge

PRODUCT LINE BECOME A RESELLER RECYCLE PROGR

Home : Epson : WorkForce : **WorkForce WF-7610** : T252XL120 Black | Remanufactured

T252XL120 Black | Remanufactured

Log in for pricing



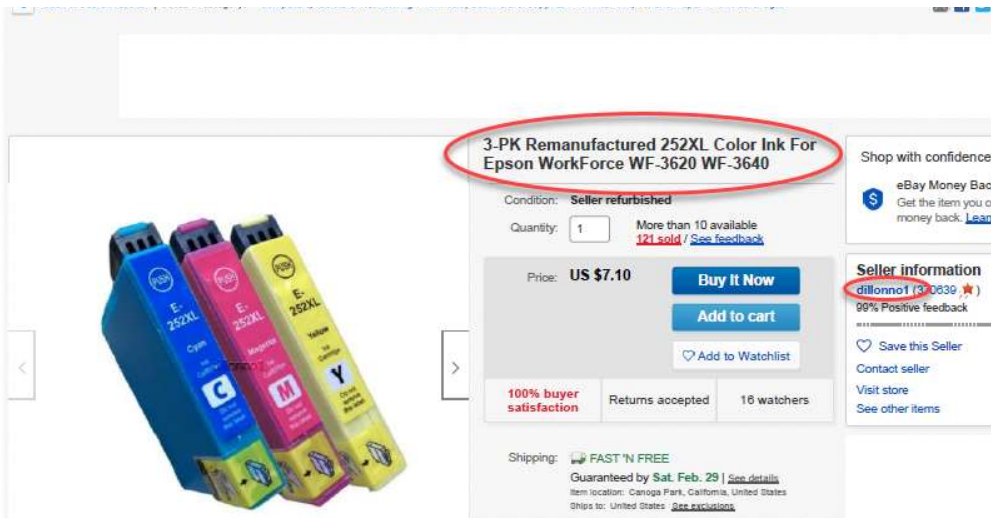
Specifications

Remanufactured Epson 252XL (T252XL120) Black Ink Cartridge

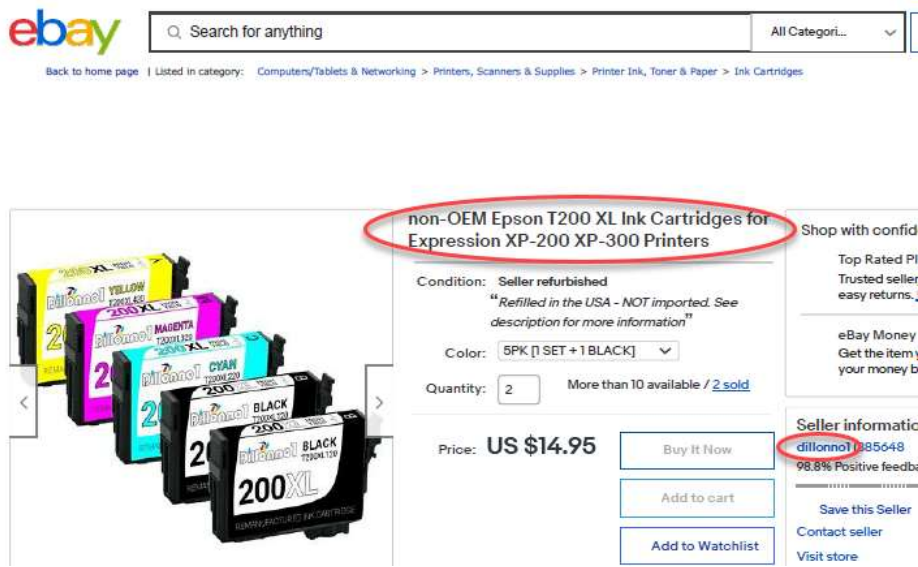
22 17. As another example, in the annotated screen capture below of Defendants'
23 listing on their "dillonno1" storefront on ebay.com, visited on December 25, 2020,
24 Defendants offered for sale infringing ink cartridges for Epson printers and describe the
25 infringing ink cartridges as: "3-PK Remanufactured 252XL Color Ink For Epson
26 WorkForce WF-3620 WF-3640."

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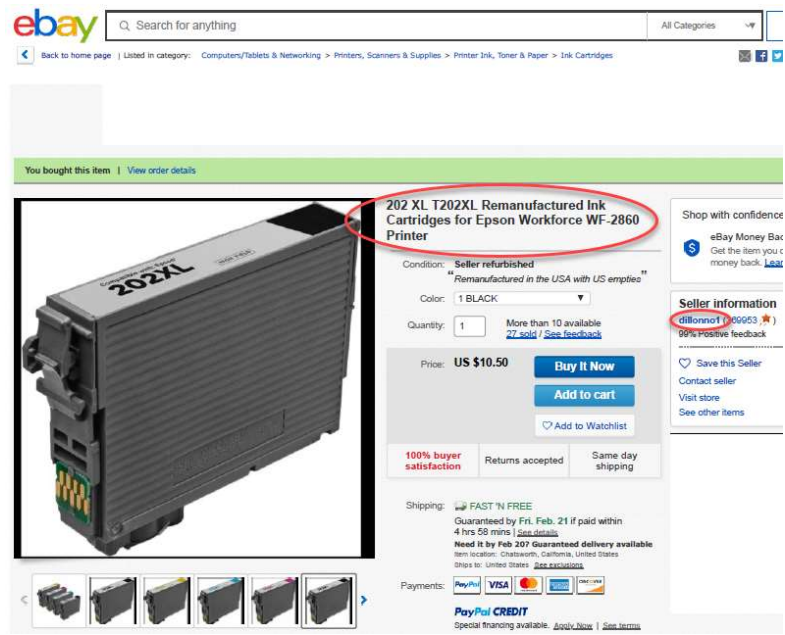


18. As another example, in the annotated screen capture below of Defendants' listing on their "dillonno1" storefront on ebay.com, visited on December 17, 2020, Defendants offered for sale infringing ink cartridges for Epson printers and describe the infringing ink cartridges as: "non-OEM Epson T200 XL Ink Cartridges for Expression XP-200 XP-300 Printers."

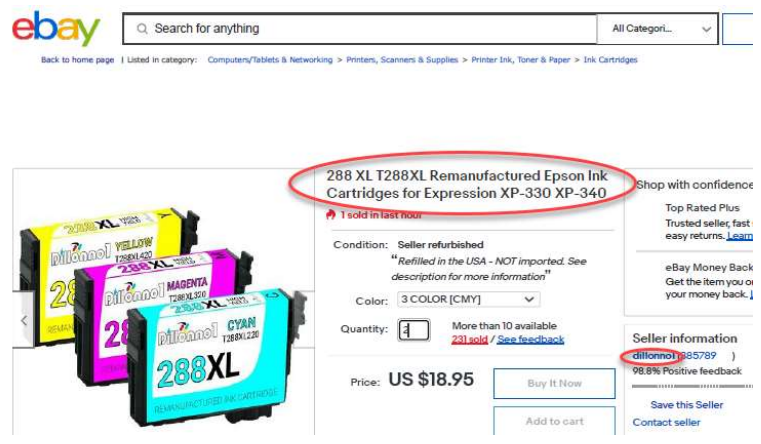


19. As another example, in the annotated screen capture below of Defendants' listing on their "dillonno1" storefront on ebay.com, visited on December 14, 2020, Defendants offered for sale infringing ink cartridges for Epson printers and describe the

1 infringing ink cartridges as: "202 XL T202XL Remanufactured Ink Cartridges for
2 Epson Workforce WF-2860 Printer."

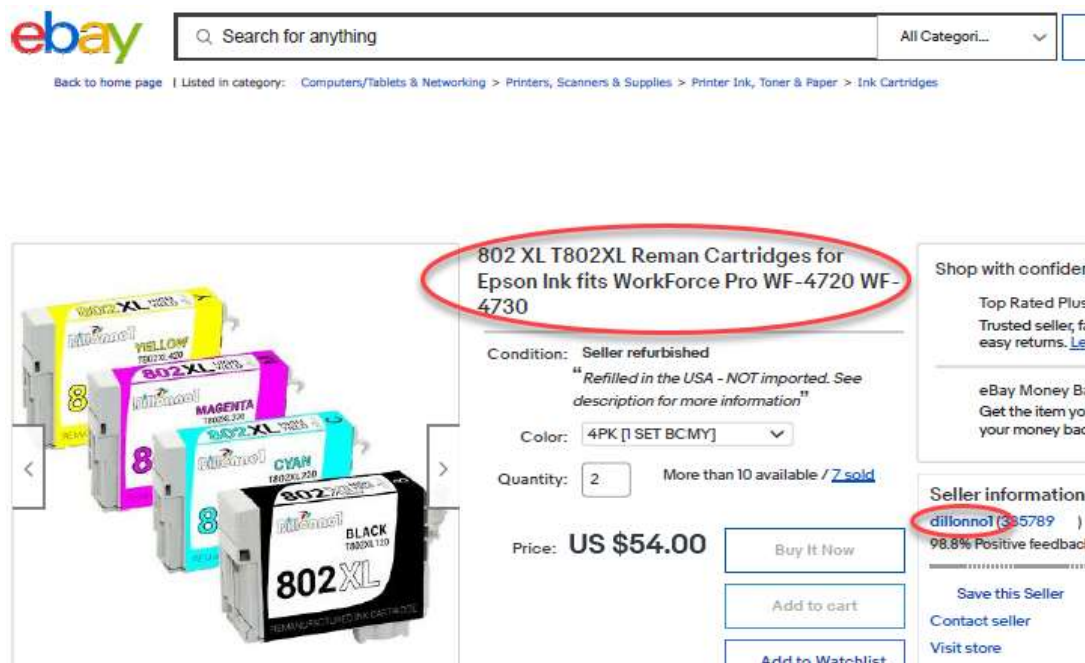


13 20. As another example, in the annotated screen capture below of Defendants'
14 listing on their "dillonno1" storefront on ebay.com, visited on December 22, 2020,
15 Defendants offered for sale infringing ink cartridges for Epson printers and describe the
16 infringing ink cartridges as: "288 XL T288XL Remanufactured Epson Ink Cartridges
17 for Expression XP-330 XP-340."



26 21. As another example, in the annotated screen capture below of Defendants'
27 listing on their "dillonno1" storefront on ebay.com, visited on December 22, 2020,
28 Defendants offered for sale infringing ink cartridges for Epson printers and describe the

1 infringing ink cartridges as: "802 XL T802XL Reman Cartridges for Epson Ink fits
 2 WorkForce Pro WF-4720 WF-4730."



15 22. Numerous purchases of infringing ink cartridges were made by Epson
 16 from Defendants' storefronts and listings on ebay.com. The infringing ink cartridges
 17 were shipped by Defendants to Epson from Defendants' principal business office and
 18 mailing address at 9540 Cozycroft Avenue, Chatsworth, California 91311.

19 23. On information and belief, Defendants act in concert with each other and
 20 with other entities and under fictitious business names to import, manufacture,
 21 distribute and sell ink cartridges that infringe the '116 patent. On information and
 22 belief, Defendants are jointly and severally responsible for the infringements of the '116
 23 patent as they jointly operated and continue to jointly operate and manage the
 24 infringing enterprises, including Defendants, and any related d/b/a entities, as a single
 25 enterprise by comingling resources, assets, operations, commercial activities, and they
 26 incur expenses and achieve profits jointly for the benefit of the combined enterprise, its
 27 owners and officers.

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1 **JURISDICTION AND VENUE**

2 24. The causes of action herein for patent infringement arise under the patent
3 laws of the United States, 35 U.S.C. § 271. This Court has subject matter jurisdiction
4 over the claims for patent infringement pursuant to 28 U.S.C. §§ 1331 and 1338(a).
5 This Court has personal jurisdiction over the Defendants at least because Defendants
6 reside in this judicial district and have committed acts of direct and indirect patent
7 infringement in this judicial district. Venue is proper in this district under 28 U.S.C.
8 §§ 1391(b), (c) and 1400(b).

9 **CLAIM FOR RELIEF**

10 **(Patent Infringement—35 U.S.C. § 271)**

11 **INFRINGEMENT OF U.S. PATENT NO. 8,454,116**

12 25. Epson incorporates by reference each and every allegation contained in
13 Paragraphs 1 through 24 as though fully set forth at length here.

14 26. Epson owns all right, title, and interest in, including the right to sue
15 thereon and the right to recover for infringement thereof, United States Patent No.
16 8,454,116 ("the '116 patent"), which was duly and legally issued to Seiko Epson by the
17 United States Patent and Trademark Office on June 4, 2013. The '116 patent relates
18 generally to ink cartridges for printers. Attached as Exhibit A to this Complaint is a
19 true and correct copy of the '116 patent.

20 27. The '116 patent is valid and enforceable.

21 28. On information and belief after conducting a reasonable investigation,
22 Defendants have infringed and are infringing the '116 patent, as defined by at least one
23 claim of the patent in violation of 35 U.S.C. § 271(a) by making, using, importing,
24 offering to sell, and selling in this judicial district and elsewhere aftermarket ink
25 cartridges and continuous ink supply systems that operate with Epson ink jet printers,
26 including but not limited to replacement cartridge chips and ink cartridges having
27 model nos. 200XL, T200XL120, T200XL220, T200XL320, T200XL420, T202XL,
28 T202XL120, T252XL, T252XL120, T252XL220, T252XL320, T252XL420, T288XL,

1 T288XL120, T288XL220, T288XL320, T288XL420, T802XL, T802XL120,
 2 T802XL220, T802XL320, and T802XL420, as well as others that are no more than
 3 colorably different from the foregoing (collectively, the "Accused '116 Ink Cartridges").
 4 The specific models of Accused '116 Ink Cartridges and replacement cartridge chips
 5 identified above were obtained by Epson during its investigation leading to this
 6 Complaint from Defendants' online listings on their cisinks.com website and storefronts
 7 on newegg.com and ebay.com.

8 29. As a non-limiting example, set forth below is a claim chart with a
 9 description of Defendants' infringement of claim 18 of the '116 patent by the Accused
 10 '116 Ink Cartridges. The infringement is shown using a representative ink cartridge
 11 (Model No. 252XL; Control No.¹ 200791) from among the Accused '116 Ink Cartridges
 12 purchased from Defendants that, for infringement analysis purposes, is representative of
 13 and represents all of Defendants' ink cartridges within the Accused '116 Ink Cartridges
 14 (i.e., the represented ink cartridges), including, but not limited to, the models identified
 15 above. The claim chart below refers to this ink cartridge as "the Representative '116
 16 Ink Cartridge." The Representative '116 Ink Cartridge was designed for use in a
 17 specific Epson printer, the Epson WorkForce WF-7610 printer ("the Representative
 18 '116 Epson Printer"), and for purposes of the analysis set forth herein, the
 19 Representative '116 Ink Cartridge was tested in the Representative '116 Epson Printer,
 20 as discussed in further detail in the claim chart below.

Claim 18 of the '116 patent	Where found in the Accused '116 Ink Cartridges
[18a]. A circuit board mountable on a printing material container that is used	A circuit board is mounted on the Representative '116 Ink Cartridge (model no. 252XL; control no. 200791), which itself

25 _____
 26 ¹ For identification purposes, a unique "control number" ("Control No.") has
 27 been assigned by Epson to this ink cartridge and all other ink cartridges, purchased
 28 by Epson from Defendants as part of Epson's investigation leading to the filing of
 this Complaint.

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in an ink jet printing apparatus, the ink jet printing apparatus having a print head and a plurality of apparatus-side contact forming members, the printing material container having a body and an ink supply opening, the ink supply opening having an exit on an exterior portion of the body and being adapted to supply ink from the printing material container to the printing apparatus, the circuit board comprising:

includes a printing material container and is used in an Epson ink jet printing apparatus (e.g., the Representative '116 Epson Printer) having a print head and a plurality of apparatus-side contact forming members.

The Representative '116 Ink Cartridge has a body and an ink supply opening having an exit on an exterior portion of the body and being adapted to supply ink from the Representative '116 Ink Cartridge to the Epson ink jet printing apparatus.

The Representative '116 Ink Cartridge is a printing material container with a mounted circuit board.

The following photos depict the circuit board (green with gold-colored metallic terminals) mounted on the Representative '116 Ink Cartridge containing black ink.



The Representative '116 Ink Cartridge is used in any of the following Epson ink jet printer (printing apparatus) models: Epson WorkForce WF-7610, WF-7710, WF-7720, WF-3620, WF-7210, WF-7620, WF-7110, WF-3640, and WF-7720 (the "Epson Ink Jet Printers").

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The following photo depicts the Epson WorkForce WF-7610 ink jet printer.



The Epson Ink Jet Printers each include a print head for printing and multiple printer-side contact forming members.

The Representative '116 Ink Cartridge has a body, as depicted below.



The Representative '116 Ink Cartridge has an ink supply opening having an exit on an exterior portion of the body. When mounted, the ink supply opening is adapted to supply ink from the printing material container (i.e., the cartridge) to the Epson Ink Jet Printers.

The following photo depicts the exit of the Representative '116 Ink Cartridge's ink supply opening.

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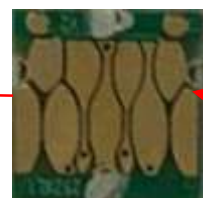
exit of ink supply opening (shown here with anti-leak film undisturbed and in place)

Accordingly, the Representative '116 Ink Cartridge literally meets the preamble of claim 18 of the '116 patent.

[18b] a memory device adapted to be driven by a memory driving voltage;

The circuit board mounted on the Representative '116 Ink Cartridge comprises a memory device that is adapted to be driven by a memory driving voltage.

The following photo depicts the circuit board (green with gold-colored metallic terminals) mounted on the Representative '116 Ink Cartridge. The memory device is located on the back of the circuit board and is not visible in this view.



circuit board (memory device on back)

All Epson ink jet printers that accept the Representative '116 Ink Cartridge have similar circuitry and programming in terms of the voltages and signals they apply to their contact forming members and, consequently, to the corresponding contact portions of the Representative '116 Ink Cartridge (the contact portions are located on the gold-colored

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	<p>metallic terminals of the ink cartridge shown above). In particular, Epson printers apply a maximum voltage of approximately 4 volts (a low voltage as compared to the high voltage discussed in the next limitation) to certain of their contact forming members that in turn correspond to certain of the contact portions of the Representative '116 Ink Cartridge that are connected to the memory. Consequently, the memory device is adapted to be driven by a memory driving voltage. This was confirmed through testing during the ITC 946 Investigation.</p> <p>Accordingly, the Representative '116 Ink Cartridge literally meets this limitation of claim 18 of the '116 patent.</p>
<p>[18c] an electronic device adapted to receive a voltage higher than the memory driving voltage; and</p>	<p>The circuit board mounted on the Representative '116 Ink Cartridge comprises an electronic device that is adapted to receive a voltage that is a higher voltage than the voltage of the memory device. The electronic device that receives a higher voltage may be, for example, a resistor, or one or more other coupled electronic components, that is/are capable of receiving a high voltage. The electronic device is located on the back of a printed circuit board that is mounted on a wall of the Representative '116 Ink Cartridge shown in the above limitation.</p> <p>Moreover, all Epson ink jet printers that accept the Representative '116 Ink Cartridge have similar circuitry and programming in terms of the voltages and signals they apply to their contact forming members and, consequently, to the corresponding contact portions of the circuit board mounted on the Representative '116 Ink Cartridge (the contact portions are located on the gold terminals of circuit board</p>

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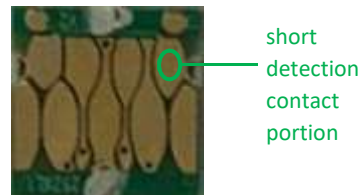
mounted on the ink cartridge shown above). In particular, Epson printers apply a voltage of approximately 42 volts (a high voltage as compared to the low voltage of approximately 4 volts applied to the memory device discussed in the preceding limitation) to two of their contact forming members that in turn correspond to two of the contact portions of the circuit board mounted on the Representative '116 Ink Cartridge that are connected to the electronic device. Consequently, the electronic device is adapted to receive and function with a high voltage. This was confirmed through testing during the ITC 946 Investigation.

Accordingly, the Representative '116 Ink Cartridge literally meets this limitation of claim 18 of the '116 patent.

[18d] a plurality of terminals having contact portions adapted and positioned to contact corresponding apparatus-side contact forming members so that electrical communication is enabled with the ink jet printing apparatus, the contact portions of the terminals including a plurality of memory contact portions electrically coupled to the memory device, a first electronic device contact portion electrically coupled to the electronic device, a second electronic device contact portion electrically coupled to the electronic device, and a short detection contact portion positioned and arranged to electrically contact a contact

The circuit board mounted on the Representative '116 Ink Cartridge comprises a plurality of terminals that have contact portions. The contact portions are adapted and positioned on the cartridge so that, when the cartridge is mounted on the printer, the contact portions of the cartridge's terminals contact corresponding printer-side contact forming members so that electrical communication is enabled with the printer.

As discussed at 18(a) and 18(b) *supra*, the terminals of the Representative '116 Ink Cartridge's circuit board are the gold colored metallic portions on the green circuit board, reproduced in enlarged form below.



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forming member that itself is electrically coupled to a short detection circuit of the printing apparatus, wherein:

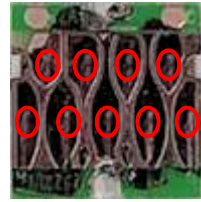
To determine the precise location of the terminals' contact portions, the following steps were taken: (1) using a marker, black ink was applied to the terminals and the terminal arrangement photographed; (2) the Representative '116 Ink Cartridge was installed in and removed from the printer; and (3) the terminal arrangement was photographed. The following photo shows the terminals after the application of black ink with a marker.



The step of installing and removing the cartridge from the printer, causes the printer's contact forming members (discussed at 18(a), *supra*) to leave scratch marks on the terminals thereby removing a portion of the black ink that was applied with the marker. The following photo shows the terminals after the cartridge was installed and removed from the printer.

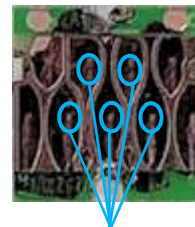
The contact portions of the circuit board's terminals are the most pronounced portions of the scratch marks (all of which contact corresponding printer-side contact forming members so that electrical communication is enabled with the printer, e.g., so that the printer can read remaining ink level and other information from the memory device as described in 18(b), *supra*). The following annotated photo shows the location of the contact portions annotated by red circles.

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The contact portions of the circuit board's terminals include a plurality of memory contact portions that are electrically coupled to the memory device. Each memory contact portion is electrically coupled by the terminal it appears on to a "via," which is a through-hole (through the circuit board) that electrically couples the terminal to wiring on the back of the circuit board. The wiring on the back of the circuit board electrically couples the via (and, therefore, the contact portion of the terminal) to an electrical lead of the IC chip containing the memory device mounted on the back of the circuit board. In combination, these components electrically couple the memory contact portion to the memory device.

The following annotated photo depicts the five memory contact portions (in blue) located on the terminals on the front of the circuit board.



memory contact portions

The contact portions of the circuit board's terminals include a first and second electronic device contact portion that are each electrically coupled to the electronic device (specifically, the resistor). Each electronic device contact portion is electrically coupled by the terminal it appears on to a via that electrically couples the

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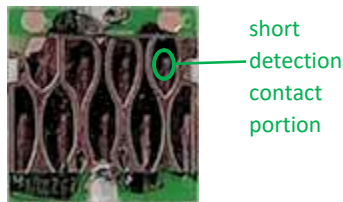
terminal to wiring located on the back of the circuit board. The wiring on the back of the circuit board electrically couples the via (and, therefore, the contact portion of the terminal) to an electrical lead of the resistor mounted on the back of the circuit board. In combination, these components electrically couple the first and second electronic device contact portions to the resistor.

The following annotated photo depicts the first and second electronic device contact portions (in red) located on the terminals on the front of the circuit board.



The contact portions of the circuit board's terminals include a short detection contact portion that is positioned and arranged to electrically contact a contact forming member of the Epson Ink Jet Printers that is itself electrically coupled to a short detection circuit of the printers.

The following photo depicts the short detection contact portion (in green).



Moreover, all Epson ink jet printers that accept the Representative '116 Ink Cartridge have similar circuitry and programming in terms of

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	<p>the operation of the short detection contact portion. In particular, when the printers are operated while the short detection contact portion is electrically shorted to the second electronic device contact portion, the printers stop the receipt of the voltage higher than the memory driving voltage by the second electronic device contact portion, and display an error message to the user on the display screen of a connected computer and on the printer display screen (if the printer has a display screen). This was confirmed through testing during the ITC 946 Investigation.</p> <p>Accordingly, the Representative '116 Ink Cartridge literally meets this limitation of claim 18 of the '116 patent.</p>
<p>[18e] the contact portions are arranged so that, when the terminal arrangement is viewed from the vantage of the contact forming members, with the terminals oriented as if in contact with the contact forming members so that electrical communication is enabled with the ink jet printing apparatus, and with the ink cartridge oriented with the exit of the ink supply opening facing downwards, the contact portion farthest to the left is the first electronic device contact portion, the contact portion that is farthest to the right is the second electronic device contact portion, the contact portion that is second farthest to the right is the short detection contact portion, and</p>	<p>The contact portions of the Representative '116 Ink Cartridge's circuit board are arranged so that, when the terminal arrangement is viewed from the vantage of the printer's contact forming members, with the terminals oriented as if in contact with the contact forming members so that electrical communication is enabled with the printer, and with the ink cartridge oriented so that the exit of the ink supply opening faces downwards, then the contact portion farthest to the left is the first electronic device contact portion, the contact portion that is farthest to the right is the second electronic device contact portion, the contact portion that is second farthest to the right is a short detection contact portion, and the memory contact portions are located to the left of the short detection contact portion and to the right of the first electronic device contact portion.</p> <p>The following photo depicts the terminal arrangement when it is viewed from the vantage of the printer's contact forming</p>

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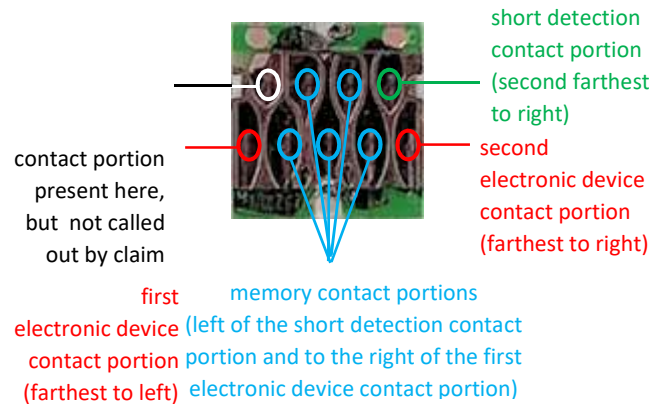
the memory contact portions are located to the left of the short detection contact portion and to the right of the first electronic device contact portion.

members, with the terminals oriented as if in contact with the contact forming members so that electrical communication is enabled with the printer, and with the ink cartridge oriented so that the exit of the ink supply opening faces downwards.



terminal arrangement viewed from vantage of printer's contact forming members . . . with the exit of the ink supply opening facing downwards

The following photo depicts the arrangement of the contact portions when the terminal arrangement is viewed as described above.



Accordingly, the Representative '116 Ink Cartridge literally meets this limitation of claim 18 of the '116 patent.

1 30. On information and belief after conducting a reasonable investigation,
2 Defendants have and are actively, knowingly and intentionally aiding and abetting and
3 inducing infringement of the '116 patent in violation of 35 U.S.C. § 271(b) by non-
4 parties, including end-users, despite Defendants' knowledge of the '116 patent.

5 31. On information and belief, defendants Bernard Khachi, as the CEO, CFO,
6 and Director of defendant Vision Imaging, and Raymond Khachi, as the corporate
7 Secretary of defendant Vision Imaging, direct and control the infringing activities of
8 defendant Vision Imaging and have taken and continue to take active steps to
9 encourage and induce defendant Vision Imaging to infringe by actively running and
10 directing the businesses, including but not limited to being the principal decision
11 makers regarding the promotion, advertising, and sale of products that infringe the '116
12 patent on Defendants' website and storefronts on internet marketplaces, including
13 ebay.com, discussed above in paragraphs 11-23.

14 32. On information and belief, Defendants had knowledge of the '116 patent
15 prior to, or at least since the filing and service of this complaint on Defendants.

16 33. On information and belief, Defendants are contributing to the infringement
17 of the '116 patent in violation of 35 U.S.C. § 271(c) by non-parties by offering to sell or
18 selling within the United States or importing into the United States components of the
19 patented inventions set forth in the '116 patent. The components constitute a material
20 part of the inventions. Defendants know that such components are especially made or
21 especially adapted for use in an infringement of the '116 patent. The components are
22 not a staple article or commodity of commerce suitable for substantial noninfringing
23 use.

24 34. By reason of Defendants' infringing activities, Epson has suffered, and will
25 continue to suffer, substantial damages in an amount to be proven at trial.

26 35. Defendants' acts complained of herein have damaged and will continue to
27 damage Epson irreparably. Epson has no adequate remedy at law for these wrongs and
28 injuries. Epson is therefore entitled to a preliminary and permanent injunction

1 restraining and enjoining Defendants and their agents, servants, and employees, and all
2 persons acting thereunder, in concert with, or on their behalf, from infringing the claims
3 of the '116 patent.

4 36. Defendants are not licensed or otherwise authorized to make, use, import,
5 sell, or offer to sell any ink cartridge claimed in the '116 patent, and Defendants'
6 conduct is, in every instance, without Epson's consent.

7 37. On information and belief, Defendants' infringement has been and
8 continues to be willful.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Epson prays for judgment against Defendants as follows:

11 A. That the '116 patent is valid and enforceable;

12 B. That Defendants have infringed and are infringing the '116 patent;

13 C. That such infringement is willful;

14 D. That Defendants and their subsidiaries, affiliates, parents, successors,
15 assigns, officers, agents, representatives, servants, and employees, and all persons in
16 active concert or participation with them, be preliminarily and permanently enjoined
17 from continued infringement of the '116 patent;

18 E. That Defendants be ordered to pay Epson its damages caused by
19 Defendants' infringement of the '116 patent and that such damages be trebled,
20 together with interest thereon;

21 F. That this case be declared exceptional pursuant to 35 U.S.C. § 285 and
22 that Epson be awarded its reasonable attorneys' fees, litigation expenses and expert
23 witness fees, and costs; and

24 G. That Epson have such other and further relief as the Court deems just
25 and proper.

26 **JURY TRIAL DEMAND**

27 Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs request a trial by jury of all issues so
28 triable.

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DATED: March 30, 2021

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By /s/ Tigran Guledjian

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