

1 Steven J. Corr (State Bar No. 216243)
sjcorr@jonesday.com
2 Jonathan McNeal Smith (State Bar No. 292285)
jonathansmith@jonesday.com
3 JONES DAY
555 South Flower Street
4 Fiftieth Floor
Los Angeles, CA 90071.2452
5 Telephone: +1.213.489.3939
Facsimile: +1.213.243.2539
6

7 William E. Devitt (*Pro Hac Vice* to be filed)
wdevitt@jonesday.com
8 Matthew J. Hertko (*Pro Hac Vice* to be filed)
mhertko@jonesday.com
9 JONES DAY
77 W. Wacker Drive
Suite 3500
10 Chicago, IL 60601
Telephone: +1.312.782.3939
11 Facsimile: +1.312.782.8585

12 *Attorneys for Plaintiff Epson America, Inc.*

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15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA
17 SOUTHERN DIVISION
18

19 Epson America, Inc.,

20
21 Plaintiff,

22 v.

23
24 American Patents LLC,

25 Defendant.
26
27
28

CASE NO. 8:21-cv-02102

**COMPLAINT SEEKING
DECLARATORY JUDGMENT
FOR PATENT NON-
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff Epson America, Inc. (“Epson America”), by and through its
2 undersigned counsel, files this Complaint for Declaratory Judgment against
3 American Patents LLC (“Defendant” or “AP”) and hereby alleges as follows:

4 **NATURE OF THE ACTION**

5 1. This is an action arising under the Declaratory Judgment Act, 28 U.S.C.
6 §2201 *et seq.*, and the patent laws of the United States, 35 U.S.C. § 1 *et seq.*, seeking
7 a declaratory judgment of noninfringement of United States Patent Nos. 7,088,782
8 (“the ’782 Patent”); 7,310,304 (“the ’304 Patent”); 7,706,458 (“the ’458 Patent”);
9 and 6,847,803 (“the ’803 Patent”) (collectively, the “Patents-in-Suit”).

10 **THE PARTIES**

11 2. Plaintiff Epson America, Inc. is a California corporation having its
12 principal place of business at 3131 Katella Ave., Los Alamitos, CA, 90720.

13 3. Upon information and belief, AP is a limited liability company formed
14 under the laws of the State of Texas, with its principal place of business at 2325 Oak
15 Alley, Tyler, TX, 75703.

16 **JURISDICTION AND VENUE**

17 4. This action arises under the Declaratory Judgment Act, 28 U.S.C. §2201
18 *et seq.*, and the patent laws of the United States, 35 U.S.C. § 1 *et seq.*

19 5. This Court has subject matter jurisdiction over this action pursuant to 28
20 U.S.C. §§ 1331, 1338(a), 2201, and 2202.

21 6. This Court has personal jurisdiction over the parties. Defendant is
22 subject to personal jurisdiction in this District at least because it has established
23 minimum contacts with this Forum and the claims in this Complaint arise out of and
24 relate to Defendant’s activities in and directed at California.

25 **A. Defendant AP Has Directed Its Infringement Allegations at Epson**
26 **America**

27 7. AP filed a complaint on September 15, 2021 in the United States District
28 Court for the Eastern District of Texas against Seiko Epson Corporation (“Seiko

1 Japan”) and Epson Precision Philippines, Inc. (“Epson Philippines”) (“the ED Texas
2 Complaint”). This case is styled as *American Patents LLC v. Seiko Epson*
3 *Corporation et al.*, No. 4:21-cv-718 (E.D. Tex.). Attached hereto as Exhibit A is a
4 copy of the ED Texas Complaint.

5 8. In the ED Texas Complaint, AP alleges that Seiko Japan and Epson
6 Philippines directly infringe all four AP Patents-In-Suit and indirectly infringe
7 the ’782 Patent, the ’304 Patent, and the ’458 Patent.

8 9. Epson America and Epson Philippines are both wholly-owned
9 subsidiaries of Seiko Japan.

10 10. Seiko Japan is a Japanese company based in Nagano, Japan. Seiko
11 Japan has no facilities or contacts in the United States and does not make, use, sell,
12 or offer to sell any products in, or import any products into, the United States.

13 11. Epson Philippines is a Philippine company based in Lipa, Philippines.
14 Epson Philippines has no facilities or contacts in the United States and does not make,
15 use, sell, or offer to sell any products in, or import any products into, the United
16 States.

17 12. In the ED Texas Complaint, AP has accused the Epson EpiqVision
18 Mini EF12 Smart Streaming Laser Projector, Epson PowerLite 1288 Full HD
19 1080p Meeting Room Projector with Built-in Wireless and Miracast, and Epson
20 Moverio BT-40S Smart Glasses with Intelligent Touch Controller families of
21 products that include 802.11n and above capabilities of infringing the ’782 Patent,
22 the ’304 Patent, and the ’458 Patent. (Ex. A, at ¶¶ 20, 35, 48).

23 13. In the ED Texas Complaint, AP has accused the Epson EpiqVision
24 Mini EF12 Smart Streaming Laser Projector and Epson Moverio BT-350 Smart
25 Glasses families of products that include 802.11ac beamforming capabilities of
26 infringing the ’803 Patent. (Ex. A, at ¶¶ 64).

27 14. Epson America is the only company within the Epson corporate
28 structure with responsibility for sales in the United States of Epson’s projectors,

1 laser projectors, smart glasses, printers, and other categories of products, including
2 the Epson EpiqVision Mini EF12 Smart Streaming Laser Projector, the Epson
3 PowerLite 1288 Full HD 1080p Meeting Room Projector with Built-in Wireless
4 and Miracast, the Epson Moverio BT-40S Smart Glasses, and the Epson Moverio
5 BT-350 Smart Glasses that AP has accused of infringing the Patents-In-Suit.

6 15. In support of its allegations of infringement in the ED Texas Complaint,
7 AP included images of the accused Epson products and, in each instance, included a
8 URL from the “https://epson.com” website as the source. There are five unique
9 URLs among the 26 instances the “https://epson.com” website is referenced in the
10 ED Texas Complaint. (Ex. A, at ¶¶ 20, 22, 27, 35, 40, 48, 52, 53, 64).

11 16. The “https://epson.com” website is operated and controlled by Epson
12 America for the U.S. Market.

13 17. Three of the five unique URLs referenced in the ED Texas Complaint
14 are webpages from the Epson America-controlled epson.com website, as indicated
15 by the reference to “© 2021 Epson America, Inc.,” and the references and links to
16 the California Supply Chains Act and California privacy rights, at the bottom of each
17 webpage. (Ex. A, at ¶¶ 20, 35, 48, 64).

18 18. Attached hereto as Exhibit B is a true and correct copy of a printout
19 from the webpage found at the following URL, which is referenced by AP in
20 Paragraphs 20, 35, 48, and 64 of the ED Texas Complaint: [https://epson.com/For-
21 Work/Wearables/Smart-Glasses/Moverio-BT-350-Smart-Glasses/p/V11H837020](https://epson.com/For-Work/Wearables/Smart-Glasses/Moverio-BT-350-Smart-Glasses/p/V11H837020).

22 19. Attached hereto as Exhibit C is a true and correct copy of a printout
23 from the webpage found at the following URL, which is referenced by AP in
24 Paragraphs 20, 35, and 48 of the ED Texas Complaint: [https://epson.com/For-
25 Work/Projectors/Meeting-Room/PowerLite-1288-Full-HD-1080p-Meeting-Room-
26 Projector-with-Built-in-Wireless-and-Miracast/p/V11H978120](https://epson.com/For-Work/Projectors/Meeting-Room/PowerLite-1288-Full-HD-1080p-Meeting-Room-Projector-with-Built-in-Wireless-and-Miracast/p/V11H978120).

27 20. Attached hereto as Exhibit D is a true and correct copy of a printout
28 from the webpage found at the following URL, which is referenced by AP in

1 Paragraphs 20, 35, and 48 of the ED Texas Complaint:

2 [https://epson.com/c/Moverio-BT-40S-Smart-Glasses-with-Intelligent-Touch-](https://epson.com/c/Moverio-BT-40S-Smart-Glasses-with-Intelligent-Touch-Controller/p/V11H969120)
3 [Controller/p/V11H969120](https://epson.com/c/Moverio-BT-40S-Smart-Glasses-with-Intelligent-Touch-Controller/p/V11H969120).

4 21. Two of the five unique URLs referenced in the ED Texas Complaint are
5 links to specification sheets for products from the Epson America-controlled
6 epson.com website, as indicated by the reference to “Epson America, Inc.” and its
7 address on each document. (Ex. A, at ¶¶ 20, 22, 27, 35, 40, 48, 52, 53).

8 22. Attached hereto as Exhibit E is a true and correct copy of the
9 specification sheet found at the following URL, which is referenced by AP in
10 Paragraphs 20, 22, 27, 35, 40, 48, 52, and 53 of the ED Texas Complaint:

11 [https://mediaserver.goepson.com/ImConvServlet/imconv/ea07add1b62aa56ea9487](https://mediaserver.goepson.com/ImConvServlet/imconv/ea07add1b62aa56ea948796f4feb479a84d2c8bf/original?assetDescr=PowerLite-1288-Projector_Specification-Sheet-CPD-59278)
12 [96f4feb479a84d2c8bf/original?assetDescr=PowerLite-1288-](https://mediaserver.goepson.com/ImConvServlet/imconv/ea07add1b62aa56ea948796f4feb479a84d2c8bf/original?assetDescr=PowerLite-1288-Projector_Specification-Sheet-CPD-59278)
13 [Projector_Specification-Sheet-CPD-59278](https://mediaserver.goepson.com/ImConvServlet/imconv/ea07add1b62aa56ea948796f4feb479a84d2c8bf/original?assetDescr=PowerLite-1288-Projector_Specification-Sheet-CPD-59278).

14 23. Attached hereto as Exhibit F is a true and correct copy of the
15 specification sheet found at the following URL, which is referenced by AP in
16 Paragraphs 20, 22, 27, 35, 40, 48, 52, and 53 of the ED Texas Complaint:

17 [https://epson.com/medias/Moverio-BT-40s-Product-Specification-Sheet-CPD-](https://epson.com/medias/Moverio-BT-40s-Product-Specification-Sheet-CPD-60657-Final.pdf?context=bWFzdGVyfHJvb3R8NTE0Mjk5fGFwcGxpY2F0aW9uL3BkZnxoMzYvaDQ0Lzk2MzIyNzcxMDI2MjIucGRmfDI3Y2ZhYmIxNWFIZGYxYTlmOTRmMmFjNWQ0NmRmOGMzN2RkMGM4MTYyMGU1Mzc1MmU3OTFiM2U0N2MwNjc3NDc)
18 [60657-](https://epson.com/medias/Moverio-BT-40s-Product-Specification-Sheet-CPD-60657-Final.pdf?context=bWFzdGVyfHJvb3R8NTE0Mjk5fGFwcGxpY2F0aW9uL3BkZnxoMzYvaDQ0Lzk2MzIyNzcxMDI2MjIucGRmfDI3Y2ZhYmIxNWFIZGYxYTlmOTRmMmFjNWQ0NmRmOGMzN2RkMGM4MTYyMGU1Mzc1MmU3OTFiM2U0N2MwNjc3NDc)

19 [Final.pdf?context=bWFzdGVyfHJvb3R8NTE0Mjk5fGFwcGxpY2F0aW9uL3BkZ](https://epson.com/medias/Moverio-BT-40s-Product-Specification-Sheet-CPD-60657-Final.pdf?context=bWFzdGVyfHJvb3R8NTE0Mjk5fGFwcGxpY2F0aW9uL3BkZnxoMzYvaDQ0Lzk2MzIyNzcxMDI2MjIucGRmfDI3Y2ZhYmIxNWFIZGYxYTlmOTRmMmFjNWQ0NmRmOGMzN2RkMGM4MTYyMGU1Mzc1MmU3OTFiM2U0N2MwNjc3NDc)
20 [nxoMzYvaDQ0Lzk2MzIyNzcxMDI2MjIucGRmfDI3Y2ZhYmIxNWFIZGYxYTl](https://epson.com/medias/Moverio-BT-40s-Product-Specification-Sheet-CPD-60657-Final.pdf?context=bWFzdGVyfHJvb3R8NTE0Mjk5fGFwcGxpY2F0aW9uL3BkZnxoMzYvaDQ0Lzk2MzIyNzcxMDI2MjIucGRmfDI3Y2ZhYmIxNWFIZGYxYTlmOTRmMmFjNWQ0NmRmOGMzN2RkMGM4MTYyMGU1Mzc1MmU3OTFiM2U0N2MwNjc3NDc)
21 [mOTRmMmFjNWQ0NmRmOGMzN2RkMGM4MTYyMGU1Mzc1MmU3OTFi](https://epson.com/medias/Moverio-BT-40s-Product-Specification-Sheet-CPD-60657-Final.pdf?context=bWFzdGVyfHJvb3R8NTE0Mjk5fGFwcGxpY2F0aW9uL3BkZnxoMzYvaDQ0Lzk2MzIyNzcxMDI2MjIucGRmfDI3Y2ZhYmIxNWFIZGYxYTlmOTRmMmFjNWQ0NmRmOGMzN2RkMGM4MTYyMGU1Mzc1MmU3OTFiM2U0N2MwNjc3NDc)
22 [M2U0N2MwNjc3NDc](https://epson.com/medias/Moverio-BT-40s-Product-Specification-Sheet-CPD-60657-Final.pdf?context=bWFzdGVyfHJvb3R8NTE0Mjk5fGFwcGxpY2F0aW9uL3BkZnxoMzYvaDQ0Lzk2MzIyNzcxMDI2MjIucGRmfDI3Y2ZhYmIxNWFIZGYxYTlmOTRmMmFjNWQ0NmRmOGMzN2RkMGM4MTYyMGU1Mzc1MmU3OTFiM2U0N2MwNjc3NDc).

23 24. By supporting its infringement allegations with direct references to
24 products on the Epson America website that are marketed and sold by Epson America
25 in the United States, AP has directly implicated Epson America in its claims for
26 patent infringement.

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1 25. The ED Texas Complaint also specifically identifies Epson America,
2 Inc. as a “United States based affiliate” that is included in the alleged “established
3 United States distribution channels” for Epson products. (*See* Ex. A at ¶ 81).

4 26. AP’s claims for patent infringement against Seiko Japan and Epson
5 Philippines are based on Epson America’s conduct in the United States.

6 27. AP has directed its claims for patent infringement at Epson America in
7 California and this District.

8 **B. Defendant AP Has Directed its Licensing Efforts At California**

9 28. AP has directed licensing efforts—including licensing of the Patents-in-
10 Suit—at California.

11 29. On information and belief, AP has licensed one or more of the Patents-
12 in-Suit to at least eight California-based companies as part of agreements resolving
13 patent infringement lawsuits filed by AP asserting the Patents-in-Suit.

14 30. On information and belief, AP entered into a settlement and license
15 agreement with TCT Mobile (US) with regard to at least the ’782 Patent, the ’304
16 Patent, and the ’458 Patent on or about July 8, 2019. On information and belief, TCT
17 Mobile (US) has its principal place of business in Irvine, California. Attached hereto
18 as Exhibit G is a true and correct copy of a Joint Motion to Stay All Deadlines and
19 Notice of Settlement filed on June 14, 2019 in the litigation brought by AP against
20 TCT Mobile (US), styled as *American Patents LLC v. TCL King Electrical*
21 *Appliances (Huizhou) Co. Ltd. et al.*, No. 4:18-cv-767-ALM (E.D. Tex.), D.I. 62.

22 31. On information and belief, AP entered into a settlement and license
23 agreement with HP Inc. with regard to at least the ’782 Patent, the ’304 Patent, and
24 the ’458 Patent on or about July 23, 2019. On information and belief, HP Inc. has its
25 principal place of business in Palo Alto, California. Attached hereto as Exhibit H is
26 a true and correct copy of a Joint Motion to Dismiss HP filed in the litigation brought
27 by AP against HP Inc., styled as *American Patents LLC v. HP Inc.*, No. 4:18-cv-700-
28 ALM (E.D. Tex.), D.I. 71.

1 32. On information and belief, AP entered into a settlement and license
2 agreement with Fortinet, Inc. with regard to at least the '782 Patent, the '304 Patent,
3 and the '458 Patent on or about February 26, 2020. On information and belief,
4 Fortinet, Inc. has its principal place of business in Sunnyvale, California. Attached
5 hereto as Exhibit I is a true and correct copy of a Stipulated Motion for Dismissal
6 with Prejudice filed in the litigation brought by AP against Fortinet, Inc., styled as
7 *American Patents LLC v. Fortinet, Inc.*, No. 4:19-cv-878-ALM (E.D. Tex.), D.I. 16.

8 33. On information and belief, AP entered into a settlement and license
9 agreement with Juniper Networks, Inc. with regard to at least the Patents-in-Suit on
10 or about July 29, 2020. On information and belief, Juniper Networks, Inc. has its
11 principal place of business in Sunnyvale, California. Attached hereto as Exhibit J is
12 a true and correct copy of a Joint Motion to Dismiss filed in the litigation brought by
13 AP against Juniper Networks, Inc., styled as *American Patents LLC v. Juniper*
14 *Networks, Inc.*, No. 4:19-cv-879-ALM (E.D. Tex.), D.I. 35.

15 34. On information and belief, AP entered into a settlement and license
16 agreement with Extreme Networks, Inc. with regard to at least the Patents-in-Suit on
17 or about November 16, 2020. On information and belief, Extreme Networks, Inc.
18 has its principal place of business in San Jose, California. Attached hereto as Exhibit
19 K is a true and correct copy of a Joint Stipulation of Dismissal With Prejudice filed
20 in the litigation brought by AP against Extreme Networks, Inc., styled as *American*
21 *Patents LLC v. Extreme Networks, Inc.*, No. 6:20-cv-741-ADA (W.D. Tex.), D.I. 17.

22 35. On information and belief, AP entered into a settlement and license
23 agreement with Arista Networks, Inc. with regard to at least the Patents-in-Suit on or
24 about December 8, 2020. On information and belief, Arista Networks, Inc. has its
25 principal place of business in Santa Clara, California. Attached hereto as Exhibit L
26 is a true and correct copy of a Joint Motion to Dismiss Arista filed in the litigation
27 brought by AP against Arista Networks, Inc., styled as *American Patents LLC v.*
28 *Arista Networks, Inc.*, No. 6:20-cv-740-ADA (W.D. Tex.), D.I. 19.

1 36. On information and belief, AP entered into a settlement and license
2 agreement with Roku, Inc. with regard to at least the Patents-in-Suit on or about June
3 15, 2021. On information and belief, Roku, Inc. has its principal place of business
4 in San Jose, California. Attached hereto as Exhibit M is a true and correct copy of a
5 Joint Motion to Dismiss Roku filed in the litigation brought by AP against Roku,
6 Inc., styled as *American Patents LLC v. Roku, Inc.*, No. 6:20-cv-742-ADA (W.D.
7 Tex.), D.I. 37.

8 37. On information and belief, AP entered into a settlement and license
9 agreement with Polycom, Inc. with regard to at least the '782 Patent, the '304 Patent,
10 and the '458 Patent on or about December 20, 2021. On information and belief,
11 Polycom, Inc. has its principal place of business in Santa Cruz, California. Attached
12 hereto as Exhibit N is a true and correct copy of a Joint Motion to Dismiss the
13 Polycom Defendants filed in the litigation brought by AP against Polycom, Inc.,
14 styled as *American Patents LLC v. Polycom, Inc. et al.*, No. 6:21-cv-742-ADA (W.D.
15 Tex.), D.I. 25.

16 38. AP has filed at least 40 lawsuits, all in either the Eastern District of
17 Texas or the Western District of Texas, asserting one or more of the Patents-in-Suit.
18 Of those at least 40 lawsuits, 30 have been dismissed, all of them before any
19 *Markman* hearing was held and many of them before any responsive pleading was
20 filed by the named defendants.

21 39. On or about September 15, 2021, AP sued CalAmp Wireless Networks
22 Corp. in the Eastern District of Texas for patent infringement, asserting the '782
23 Patent, the '304 Patent, and the '458 Patent in a case styled as *American Patents LLC*
24 *v. CalAmp Wireless Networks Corp.*, No. 4:21-cv-716-ALM (E.D. Tex.), D.I. 1. On
25 information and belief, CalAmp Wireless Networks Corp. has its principal place of
26 business in Irvine, California. On information and belief, based upon its prolific
27 practice of filing and settling patent infringement lawsuits, AP is attempting to
28 negotiate a settlement and license agreement with CalAmp Wireless Networks Corp.

1 40. On information and belief, AP has directed its business activities—and
2 particularly its efforts at licensing the Patents-in-Suit—at the State of California on
3 at least nine separate occasions.

4 41. AP’s attempts to enforce or license the Patents-in-Suit is a form of
5 creating and exploiting a market in California for patent licenses.

6 **C. An Immediate and Real Controversy Exists Between Epson America and**
7 **AP**

8 42. By specifically invoking Epson America and its role in importing and
9 selling products accused of infringement in the United States in the ED Texas
10 Complaint, AP has directly implicated Epson America in its claim for patent
11 infringement, and its claim for infringement against Seiko Japan and Epson
12 Philippines is based on Epson America’s conduct in the United States.

13 43. A substantial controversy of sufficient immediacy and reality regarding
14 the alleged infringement of the Patents-in-Suit exists between Epson America and
15 AP to warrant the issuance of a declaratory judgment of noninfringement.

16 44. AP’s actions directed at Epson America through its allegations in the
17 ED Texas Complaint go beyond a threat of patent enforcement and subject Epson
18 America to a reasonable apprehension of suit by AP for infringement of the Patents-
19 in-Suit.

20 **D. AP is Subject to Personal Jurisdiction and Venue is Proper**

21 45. AP is subject to personal jurisdiction because it has established the
22 requisite minimum contacts with this Forum and has deliberately reached out beyond
23 its home by exploiting a market in California.

24 46. AP has deliberately directed its efforts—including efforts in enforcing
25 the Patents-in-Suit—at California by specifically invoking Epson America and its
26 role in importing and selling products accused of infringement in the United States
27 in the ED Texas Complaint, and basing its claims for infringement against Seiko
28

1 Japan and Epson Philippines on Epson America's conduct in the United States and,
2 specifically, California and this Forum.

3 47. AP has deliberately directed its efforts—including efforts in licensing
4 the Patents-in-Suit—at California by, on information and belief, negotiating and
5 entering into settlement and license agreements with corporations resident in
6 California.

7 48. AP has purposefully availed itself of the benefits of California, and has
8 established minimum contacts with the Forum, through its activities directed at
9 Epson America and the other corporations resident in California described herein.

10 49. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c)
11 because AP is subject to personal jurisdiction in this Judicial District, and because a
12 substantial part of the events giving rise to Epson America's claims occurred in this
13 District.

14 **COUNT I: NON-INFRINGEMENT OF U.S. PATENT NO. 7,088,782**

15 50. Epson America repeats and realleges each and every allegation
16 contained in Paragraphs 1 through 49 as though fully set forth herein.

17 51. In the ED Texas Complaint, AP claims it is the owner of the '782 Patent,
18 with all substantive rights in and to that patent, including the sole and exclusive right
19 to enforce the '782 Patent against alleged infringers and to collect damages for all
20 relevant times. (Ex. A, at ¶ 19).

21 52. In the ED Texas Complaint, AP alleges that Seiko Japan and Epson
22 Philippines directly and indirectly infringe claim 30 of the '782 Patent. (Ex. A, at ¶¶
23 21, 30, 72, 77, 88, 98).

24 53. As described above, AP's allegations of infringement against Seiko
25 Japan and Epson Philippines in the ED Texas Complaint, including of infringement
26 of the '782 Patent, are based on conduct of Epson America in the United States.

27 54. In the ED Texas Complaint, AP alleges that the Epson EpiqVision Mini
28 EF12 Smart Streaming Laser Projector, Epson PowerLite 1288 Full HD 1080p

1 Meeting Room Projector with Built-in Wireless and Miracast, and Epson Moverio
2 BT-40S Smart Glasses with Intelligent Touch Controller families of products that
3 include 802.11n and above capabilities infringe claim 30 of the '782 Patent. (Ex. A,
4 at ¶¶ 20, 21).

5 55. None of the Epson EpiqVision Mini EF12 Smart Streaming Laser
6 Projector, Epson PowerLite 1288 Full HD 1080p Meeting Room Projector with
7 Built-in Wireless and Miracast, or Epson Moverio BT-40S Smart Glasses with
8 Intelligent Touch Controller practice the method of claim 30 of the '782 Patent
9 because they do not perform a method that includes the following steps:
10 “producing a frame of data comprising a training symbol that includes a
11 synchronization component that aids in synchronization, a plurality of data
12 symbols, and a plurality of cyclic prefixes;” “transmitting the frame over a
13 channel;” “receiving the transmitted frame;” “demodulating the received frame;” or
14 “synchronizing the received demodulated frame to the transmitted frame such that
15 the data symbols are synchronized in the time domain and frequency domain;
16 wherein the synchronizing in the time domain comprises coarse time synchronizing
17 and fine time synchronizing,” as claimed in claim 30 of the '782 Patent.

18 56. Accordingly, Epson America has not infringed and does not infringe
19 claim 30 of the '782 Patent, either directly, indirectly, literally, or under the doctrine
20 of equivalents.

21 57. An actual and justiciable controversy therefore exists between Epson
22 America and AP regarding whether Epson America has infringed the '782 Patent.

23 58. A judicial declaration is necessary to determine the parties' respective
24 rights regarding the '782 Patent.

25 59. Epson America is entitled to a judgment declaring that it has not
26 infringed and does not infringe claim 30 of the '782 patent, either directly, indirectly,
27 literally, or under the doctrine of equivalents.

28

COUNT II: NON-INFRINGEMENT OF U.S. PATENT NO. 7,310,304

60. Epson America repeats and realleges each and every allegation contained in Paragraphs 1 through 49 as though fully set forth herein.

61. In the ED Texas Complaint, AP claims it is the owner of the '304 Patent, with all substantive rights in and to that patent, including the sole and exclusive right to enforce the '304 Patent against alleged infringers and to collect damages for all relevant times. (Ex. A, at ¶ 34).

62. In the ED Texas Complaint, AP alleges that Seiko Japan and Epson Philippines directly and indirectly infringe claim 1 of the '304 Patent. (Ex. A, at ¶¶ 36, 43, 72, 77, 88, 98).

63. As described above, AP's allegations of infringement against Seiko Japan and Epson Philippines in the ED Texas Complaint, including of infringement of the '304 Patent, are based on conduct of Epson America in the United States.

64. In the ED Texas Complaint, AP alleges that the Epson EpiqVision Mini EF12 Smart Streaming Laser Projector, Epson PowerLite 1288 Full HD 1080p Meeting Room Projector with Built-in Wireless and Miracast, and Epson Moverio BT-40S Smart Glasses with Intelligent Touch Controller families of products that include 802.11n and above capabilities infringe claim 1 of the '304 Patent. (Ex. A, at ¶¶ 35, 36).

65. None of the Epson EpiqVision Mini EF12 Smart Streaming Laser Projector, Epson PowerLite 1288 Full HD 1080p Meeting Room Projector with Built-in Wireless and Miracast, or Epson Moverio BT-40S Smart Glasses with Intelligent Touch Controller infringe claim 1 of the '304 Patent because they do not include a transmitter comprising the following elements: "an encoder configured to process data to be transmitted within the OFDM system, the encoder further configured to separate the data onto one or more transmit diversity branches (TDBs);" "one or more OFDM modulators, each OFDM modulator connected to a respective TDB, each OFDM modulator configured to produce a frame including a

1 plurality of data symbols, a training structure, and cyclic prefixes inserted among
2 the data symbols;” and “one or more transmitting antennas in communication with
3 the one or more OFDM modulators, respectively, each transmitting antenna
4 configured to transmit the respective frame over a channel;” “wherein the training
5 structure of each frame includes a predetermined signal transmission matrix at a
6 respective sub-channel, each training structure adjusted to have a substantially
7 constant amplitude in a time domain, and the cyclic prefixes are further inserted
8 within the training symbol, and wherein the cyclic prefixes within the training
9 symbol are longer than the cyclic prefixes among the data symbols, thereby
10 countering an extended channel impulse response and improving synchronization
11 performance,” as claimed in claim 1 of the ’304 Patent.

12 66. Accordingly, Epson America has not infringed and does not infringe
13 claim 1 of the ’304 Patent, either directly, indirectly, literally, or under the doctrine
14 of equivalents.

15 67. An actual and justiciable controversy therefore exists between Epson
16 America and AP regarding whether Epson America has infringed the ’304 Patent.

17 68. A judicial declaration is necessary to determine the parties’ respective
18 rights regarding the ’304 Patent.

19 69. Epson America is entitled to a judgment declaring that it has not
20 infringed and does not infringe claim 1 of the ’304 patent, either directly, indirectly,
21 literally, or under the doctrine of equivalents.

22 **COUNT III: NON-INFRINGEMENT OF U.S. PATENT NO. 7,706,458**

23 70. Epson America repeats and realleges each and every allegation
24 contained in Paragraphs 1 through 49 as though fully set forth herein.

25 71. In the ED Texas Complaint, AP claims it is the owner of the ’458 Patent,
26 with all substantive rights in and to that patent, including the sole and exclusive right
27 to enforce the ’458 Patent against alleged infringers and to collect damages for all
28 relevant times. (Ex. A, at ¶ 47).

1 72. In the ED Texas Complaint, AP alleges that Seiko Japan and Epson
2 Philippines directly and indirectly infringe claim 1 of the '458 Patent. (Ex. A, ¶¶ 49,
3 59, 72, 77, 88, 98).

4 73. As described above, AP's allegations of infringement against Seiko
5 Japan and Epson Philippines in the ED Texas Complaint, including of infringement
6 of the '458 Patent, are based on conduct of Epson America in the United States.

7 74. In the ED Texas Complaint, AP alleges that the Epson EpiqVision Mini
8 EF12 Smart Streaming Laser Projector, Epson PowerLite 1288 Full HD 1080p
9 Meeting Room Projector with Built-in Wireless and Miracast, and Epson Moverio
10 BT-40S Smart Glasses with Intelligent Touch Controller families of products that
11 include 802.11n and above capabilities infringe claim 1 of the '458 Patent. (Ex. A,
12 at ¶¶ 48, 49).

13 75. None of the Epson EpiqVision Mini EF12 Smart Streaming Laser
14 Projector, Epson PowerLite 1288 Full HD 1080p Meeting Room Projector with
15 Built-in Wireless and Miracast, or Epson Moverio BT-40S Smart Glasses with
16 Intelligent Touch Controller infringe claim 1 of the '458 Patent because they do not
17 include the following elements: "a number (Q) of Orthogonal Frequency Division
18 Multiplexing (OFDM) modulators, each OFDM modulator producing a frame
19 having at least one inserted symbol, a plurality of data symbols, and cyclic
20 prefixes;" "Q transmitting antennas, each transmitting antenna connected to a
21 respective OFDM modulator, the transmitting antennas configured to transmit a
22 respective frame over a channel;" "a number (L) of receiving antennas for receiving
23 the transmitted frames;" and "L OFDM demodulators, each OFDM demodulator
24 corresponding to a respective receiving antenna, the L OFDM demodulators
25 including a synchronization circuit that processes the received frame in order to
26 synchronize the received frame in both time domain and frequency domain,
27 wherein each of the L OFDM demodulators comprises: a pre-amplifier; a local
28 oscillator; a mixer having a first input and a second input, the first input connected

1 to an output of the pre-amplifier, the second input connected to an output of the
2 local oscillator; an analog-to-digital converter (ADC) connected to an output of the
3 mixer; the synchronization circuit having one input connected to an output of the
4 ADC; a cyclic-prefix remover connected to an output of the synchronization circuit;
5 a serial-to-parallel converter connected to an output of the cyclic prefix remover;
6 and a discrete Fournier transform (DFT) stage connected to an output of the serial-
7 to-parallel converter, an output of the DFT stage connected to another input to the
8 synchronization circuit,” as claimed in claim 1 of the ’458 Patent.

9 76. Accordingly, Epson America has not infringed and does not infringe
10 claim 1 of the ’458 Patent, either directly, indirectly, literally, or under the doctrine
11 of equivalents.

12 77. An actual and justiciable controversy therefore exists between Epson
13 America and AP regarding whether Epson America has infringed the ’458 Patent.

14 78. A judicial declaration is necessary to determine the parties’ respective
15 rights regarding the ’458 Patent.

16 79. Epson America is entitled to a judgment declaring that it has not
17 infringed and does not infringe claim 1 of the ’458 patent, either directly, indirectly,
18 literally, or under the doctrine of equivalents.

19 **COUNT IV: NON-INFRINGEMENT OF U.S. PATENT NO. 6,847,803**

20 80. Epson America repeats and realleges each and every allegation
21 contained in Paragraphs 1 through 49 as though fully set forth herein.

22 81. In the ED Texas Complaint, AP claims it is the owner of the ’803 Patent,
23 with all substantive rights in and to that patent, including the sole and exclusive right
24 to enforce the ’803 Patent against alleged infringers and to collect damages for all
25 relevant times. (Ex. A, at ¶ 63).

26 82. In the ED Texas Complaint, AP alleges that Seiko Japan and Epson
27 Philippines directly infringe claim 1 of the ’803 Patent. (Ex. A, at ¶ 65).

28

1 83. As described above, AP’s allegations of infringement against Seiko
2 Japan and Epson Philippines in the ED Texas Complaint, including of infringement
3 of the ’803 Patent, are based on conduct of Epson America in the United States.

4 84. In the ED Texas Complaint, AP alleges that the Epson EpiqVision Mini
5 EF12 Smart Streaming Laser Projector and Epson Moverio BT-350 Smart Glasses
6 families of products that include 802.11ac beamforming capabilities infringe claim 1
7 of the ’803 Patent. (Ex. A, at ¶¶ 64, 65).

8 85. Neither the Epson EpiqVision Mini EF12 Smart Streaming Laser
9 Projector nor the Epson Moverio BT-350 Smart Glasses practice the method of
10 claim 1 of the ’803 Patent because they do not perform a method that includes the
11 following: “reducing interference in a receiver for receiving information in
12 receiving time slots,” “in which receiver signals are received with at least a first
13 antenna (ANT1) and a second antenna (ANT2),” and “characterized in that, on the
14 basis of signals received with said first antenna (ANT1) and second antenna
15 (ANT2) at moments of time other than in said receiving time slot, when no
16 information is being received, a reference signal representing interference in said
17 other time slot is formed and used for the tuning of the receiver in said receiving
18 time slots,” as claimed in claim 1 of the ’803 Patent.

19 86. Accordingly, Epson America has not infringed and does not infringe
20 claim 1 of the ’803 Patent, either directly, indirectly, literally, or under the doctrine
21 of equivalents.

22 87. An actual and justiciable controversy therefore exists between Epson
23 America and AP regarding whether Epson America has infringed the ’803 Patent.

24 88. A judicial declaration is necessary to determine the parties’ respective
25 rights regarding the ’803 Patent.

26 89. Epson America is entitled to a judgment declaring that it has not
27 infringed and does not infringe claim 1 of the ’803 patent, either directly, indirectly,
28 literally, or under the doctrine of equivalents.

PRAYER FOR RELIEF

1
2 WHEREFORE, plaintiff Epson America respectfully requests that judgment
3 be entered in its favor and against defendant AP, and prays that the Court grant the
4 following relief to Epson America:

- 5 a. A judgment declaring that Epson America has not infringed and
6 does not infringe claim 30 of the '782 patent, either directly,
7 indirectly, literally, or under the doctrine of equivalents;
- 8 b. A judgment declaring that Epson America has not infringed and
9 does not infringe claim 1 of the '304 patent, either directly,
10 indirectly, literally, or under the doctrine of equivalents;
- 11 c. A judgment declaring that Epson America has not infringed and
12 does not infringe claim 1 of the '458 patent, either directly,
13 indirectly, literally, or under the doctrine of equivalents;
- 14 d. A judgment declaring that Epson America has not infringed and
15 does not infringe claim 1 of the '803 patent, either directly,
16 indirectly, literally, or under the doctrine of equivalents;
- 17 e. A declaration that this case is exceptional under 35 U.S.C. § 285
18 and an award of the reasonable attorney's fees, costs, and
19 expenses incurred by Epson America in this action;
- 20 f. An order awarding Epson America its costs of suit incurred in this
21 action; and
- 22 g. Such other and future relief as this Court may deem just and
23 proper.
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Dated: December 21, 2021

Respectfully submitted,

/s/ Steven J. Corr

Steven J. Corr
sjcorr@jonesday.com
Jonathan McNeal Smith
jonathansmith@jonesday.com
JONES DAY
555 South Flower Street
Fiftieth Floor
Los Angeles, CA 90071.2452
Telephone: +1.213.489.3939
Facsimile: +1.213.243.2539

William E. Devitt
wdevitt@jonesday.com
Matthew J. Hertko
mhertko@jonesday.com
JONES DAY
77 W. Wacker Drive
Suite 3500
Chicago, IL 60601
Telephone: +1.312.782.3939
Facsimile: +1.312.782.8585

Counsel for Plaintiff
Epson America, Inc.

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DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure and Civil L.R. 3-6,
Epson America hereby demands a trial by jury on all issues and claims so triable.

Dated: December 21, 2021

Respectfully submitted,

/s/ Steven J. Corr

Steven J. Corr
sjcorr@jonesday.com
Jonathan McNeal Smith
jonathansmith@jonesday.com
JONES DAY
555 South Flower Street
Fiftieth Floor
Los Angeles, CA 90071.2452
Telephone: +1.213.489.3939
Facsimile: +1.213.243.2539

William E. Devitt
wdevitt@jonesday.com
Matthew J. Hertko
mhertko@jonesday.com
JONES DAY
77 W. Wacker Drive
Suite 3500
Chicago, IL 60601
Telephone: +1.312.782.3939
Facsimile: +1.312.782.8585

Counsel for Plaintiff
Epson America, Inc.