

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

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U.S. DISTRICT COURT  
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TEXAS EASTERN

HITACHI PLASMA PATENT LICENSING  
CO., LTD.,

Plaintiff,

v.

LG ELECTRONICS, INC. and LG  
ELECTRONICS U.S.A., INC.

Defendants.

BY \_\_\_\_\_

Case No. 2:07cv155

**DEMAND FOR JURY TRIAL**

TJW

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Hitachi Plasma Patent Licensing Co., Ltd. ("HPPL") alleges as follows:

**PARTIES**

1. HPPL is a corporation organized under the laws of Japan with its principal place of business at Shin-Otemachi Bldg. 2-1, Otemachi 2-chome, Chiyoda-ku, Tokyo, Japan.
2. On information and belief, Defendant LG Electronics, Inc. ("LGE") is a corporation organized under the laws of the Republic of Korea having its principal place of business at LG Twin Towers, 20, Yeouid-dong, Yeongdeungpo-gu, Seoul, Korea.
3. On information and belief, Defendant LG Electronics USA, Inc. ("LGEUSA") is a corporation organized under the laws of the state of Delaware having its principal place of business at 1000 Sylvan Avenue, Englewood Cliffs, New Jersey.
4. On information and belief, Defendants LGE and LGEUSA are affiliated entities engaged in making, offering for sale, selling, and/or using, in the United States of America and elsewhere, plasma display products, and are further engaged in importing plasma display products into the United States of America, and otherwise making such products available in the United States of America.

**JURISDICTION**

5. This is an action for patent infringement arising under the patent laws of the United States of America, 35 U.S.C. §1, *et seq.*, including 35 U.S.C. §271. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§1331 and 1338(a) in that this is a civil action arising out of the patent laws of the United States of America.

**VENUE**

6. Venue in the Eastern District of Texas is proper pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400(b) because, on information and belief, defendants reside in this district, a substantial part of the events or omissions giving rise to HPPL's claims occurred in this district, and defendants have committed acts of patent infringement or actively induced or contributed to acts of patent infringement in this district.

**COUNT ONE**  
**(Patent Infringement)**

7. HPPL incorporates by reference paragraphs 1 through 6 of this Complaint and realleges them as though fully set forth herein.

8. On October 2, 2001 the United States Patent and Trademark Office issued U.S. Patent No. 6,297,590, entitled "Surface Discharge Plasma Display Panel" ("the '590 patent").

9. HPPL is the owner by transfer pursuant to a Trust Agreement of all substantial rights in the '590 patent, including the right to sue for infringement to seek injunctive relief and to recover damages for past, present and future infringement.

10. LGE and LGEUSA are making, using, offering to sell, selling and/or importing plasma display products in the United States of America.

11. LGE and LGEUSA have been and are now infringing, contributorily infringing and/or actively inducing infringement of the '590 patent by making, using, offering to sell, selling and/or importing in the United States of America plasma display products falling within the scope of one or more claims of the '590 patent.

12. On information and belief, defendants' infringement of the '590 patent is willful.

13. As a consequence of defendants' infringement, HPPL is entitled to recover damages adequate to compensate for the infringement complained of herein, but in no event less than a reasonable royalty.

14. Defendants' infringement has injured and will continue to injure HPPL and its beneficiary under the Trust Agreement, unless and until such infringement is enjoined by this Court.

**COUNT TWO**  
**(Patent Infringement)**

15. HPPL incorporates by reference paragraphs 1 through 6 of this Complaint and realleges them as though fully set forth herein.

16. On November 13, 2001 the United States Patent and Trademark Office issued U.S. Patent No. RE37,444, entitled "Method and Apparatus for Driving Display Panel" ("the '444 patent").

17. HPPL is the owner by transfer pursuant to a Trust Agreement of all substantial rights in the '444 patent, including the right to sue for infringement to seek injunctive relief and to recover damages for past, present and future infringement.

18. LGE and LGEUSA are making, using, offering to sell, selling and/or importing plasma display products in the United States of America.

19. LGE and LGEUSA have been and are now infringing, contributorily infringing and/or actively inducing infringement of the '444 patent by making, using, offering to sell, selling and/or importing in the United States of America plasma display products falling within the scope of one or more claims of the '444 patent.

20. On information and belief, defendants' infringement of the '444 patent is willful.

21. As a consequence of defendants' infringement, HPPL is entitled to recover damages adequate to compensate for the infringement complained of herein, but in no event less than a reasonable royalty.

22. Defendants' infringement has injured and will continue to injure HPPL and its beneficiary under the Trust Agreement, unless and until such infringement is enjoined by this Court.

**COUNT THREE**  
**(Patent Infringement)**

23. HPPL incorporates by reference paragraphs 1 through 6 of this Complaint and realleges them as though fully set forth herein.

24. On October 7, 2003 the United States Patent and Trademark Office issued U.S. Patent No. 6,630,916, entitled "Method and a Circuit for Gradationally Driving a Flat Display Device" ("the '916 patent").

25. HPPL is the owner by transfer pursuant to a Trust Agreement of all substantial rights in the '916 patent, including the right to sue for infringement to seek injunctive relief and to recover damages for past, present and future infringement.

26. LGE and LGEUSA are making, using, offering to sell, selling and/or importing plasma display products in the United States of America.

27. LGE and LGEUSA have been and are now infringing, contributorily infringing and/or actively inducing infringement of the '916 patent by making, using, offering to sell, selling and/or importing in the United States of America plasma display products falling within the scope of one or more claims of the '916 patent.

28. On information and belief, defendants' infringement of the '916 patent is willful.

29. As a consequence of defendants' infringement, HPPL is entitled to recover damages adequate to compensate for the infringement complained of herein, but in no event less than a reasonable royalty.

30. Defendants' infringement has injured and will continue to injure HPPL and its beneficiary under the Trust Agreement, unless and until such infringement is enjoined by this Court.

**COUNT FOUR**  
**(Patent Infringement)**

31. HPPL incorporates by reference paragraphs 1 through 6 of this Complaint and realleges them as though fully set forth herein.

32. On March 16, 2004 the United States Patent and Trademark Office issued U.S. Patent No. 6,707,436, entitled "Method for Driving Plasma Display Panel" ("the '436 patent").

33. HPPL is the owner by transfer pursuant to a Trust Agreement of all substantial rights in the '436 patent, including the right to sue for infringement to seek injunctive relief and to recover damages for past, present and future infringement.

34. LGE and LGEUSA are making, using, offering to sell, selling and/or importing plasma display products in the United States of America.

35. LGE and LGEUSA have been and are now infringing, contributorily infringing and/or actively inducing infringement of the '436 patent by making, using, offering to sell, selling and/or importing in the United States of America plasma display products falling within the scope of one or more claims of the '436 patent.

36. On information and belief, defendants' infringement of the '436 patent is willful.

37. As a consequence of defendants' infringement, HPPL is entitled to recover damages adequate to compensate for the infringement complained of herein, but in no event less than a reasonable royalty.

38. Defendants' infringement has injured and will continue to injure HPPL and its beneficiary under the Trust Agreement, unless and until such infringement is enjoined by this Court.

**COUNT FIVE**  
**(Patent Infringement)**

39. HPPL incorporates by reference paragraphs 1 through 6 of this Complaint and realleges them as though fully set forth herein.

40. On March 7, 2006, the United States Patent and Trademark Office issued U.S. Patent No. 7,009,585, entitled "Method for Driving Plasma Display Panel" ("the '585 patent").

41. HPPL is the owner by transfer pursuant to a Trust Agreement of all substantial rights in the '585 patent, including the right to sue for infringement to seek injunctive relief and to recover damages for past, present and future infringement.

42. LGE and LGEUSA are making, using, offering to sell, selling and/or importing plasma display products in the United States of America.

43. LGE and LGEUSA have been and are now willfully and deliberately infringing, contributorily infringing and/or actively inducing infringement of the '585 patent by making, using,

offering to sell, selling and/or importing in the United States of America plasma display products falling within the scope of one or more claims of the '585 patent.

44. On information and belief, defendants' infringement of the '585 patent is willful.

45. As a consequence of defendants' infringement, HPPL is entitled to recover damages adequate to compensate for the infringement complained of herein, but in no event less than a reasonable royalty.

46. Defendants' infringement has injured and will continue to injure HPPL and its beneficiary under the Trust Agreement, unless and until such infringement is enjoined by this Court.

**COUNT SIX**  
**(Patent Infringement)**

47. HPPL incorporates by reference paragraphs 1 through 6 of this Complaint and realleges them as though fully set forth herein.

48. On April 18, 2006, the United States Patent and Trademark Office issued U.S. Patent No. 7,030,563, entitled "Full Color Surface Discharge Type Plasma Display Device" ("the '563 patent").

49. HPPL is the owner by transfer pursuant to a Trust Agreement of all substantial rights in the '563 patent, including the right to sue for infringement to seek injunctive relief and to recover damages for past, present and future infringement.

50. LGE and LGEUSA are making, using, offering to sell, selling and/or importing plasma display products in the United States of America.

51. LGE and LGEUSA have been and are now willfully and deliberately infringing, contributorily infringing and/or actively inducing infringement of the '563 patent by making, using, offering to sell, selling and/or importing in the United States of America plasma display products falling within the scope of one or more claims of the '563 patent.

52. On information and belief, defendants' infringement of the '563 patent is willful.

53. As a consequence of defendants' infringement, HPPL is entitled to recover damages adequate to compensate for the infringement complained of herein, but in no event less than a reasonable royalty.

54. Defendants' infringement has injured and will continue to injure HPPL and its beneficiary under the Trust Agreement, unless and until such infringement is enjoined by this Court.

**COUNT SEVEN**  
**(Patent Infringement)**

55. HPPL incorporates by reference paragraphs 1 through 6 of this Complaint and realleges them as though fully set forth herein.

56. On November 7, 2006 the United States Patent and Trademark Office issued U.S. Patent No. 7,133,007, entitled "Full Color Surface Discharge Type Plasma Display Device" ("the '007 patent").

57. HPPL is the owner by transfer pursuant to a Trust Agreement of all substantial rights in the '007 patent, including the right to sue for infringement to seek injunctive relief and to recover damages for past, present and future infringement.

58. LGE and LGEUSA are making, using, offering to sell, selling and/or importing plasma display products in the United States of America.

59. LGE and LGEUSA have been and are now infringing, contributorily infringing and/or actively inducing infringement of the '007 patent by making, using, offering to sell, selling and/or importing in the United States of America plasma display products falling within the scope of one or more claims of the '007 patent.

60. On information and belief, defendants' infringement of the '007 patent is willful.

61. As a consequence of defendants' infringement, HPPL is entitled to recover damages adequate to compensate for the infringement complained of herein, but in no event less than a reasonable royalty.

62. Defendants' infringement has injured and will continue to injure HPPL and its beneficiary under the Trust Agreement, unless and until such infringement is enjoined by this Court.

**PRAYER FOR RELIEF**

WHEREFORE, HPPL requests that the Court:

- A. Adjudge that the '590, '444, '916, '436, '585, '563, and '007 patents are valid and enforceable;
- B. Adjudge that LGE and LGEUSA are infringing and have infringed, and have contributed to and induced infringement of, the '590, '444, '916, '436, '585, '563, and '007 patents, and that such infringement is willful and deliberate;
- C. Enjoin LGE and its affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns and all those acting for it and on its behalf, or acting in concert with them, from further infringement of the '590, '444, '916, '436, '585, '563, and '007 patents;
- D. Enjoin LGEUSA and its affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns and all those acting for it and on its behalf, or acting in concert with them, from further infringement of the '590, '444, '916, '436, '585, '563, and '007 patents;
- E. Award compensatory damages to HPPL, together with interest;
- F. Award treble damages to HPPL for defendants' willful infringement of the '590, '444, '916, '436, '585, '563, and '007 patents;
- G. Award HPPL its costs and attorneys' fees pursuant to 35 U.S.C. §285;
- H. Award HPPL such other and further relief as it deems just and proper.



**DEMAND FOR JURY TRIAL**

Plaintiff HPPL hereby demands a jury trial on all issues so triable.

Dated: April 23, 2007

By: OL Carroll

Otis W. Carroll, Jr.  
(Tex. Bar No. 03895700)  
Deborah Race  
(Tex. Bar No. 16448700)  
Ireland, Carroll & Kelley, P.C.  
6101 S. Broadway, Suite 500  
Tyler, TX 75703  
Telephone: (903) 561-1600  
Facsimile: (903) 581-1071  
Email: fedserv@icklaw.com

ATTORNEYS FOR PLAINTIFF  
HITACHI PLASMA PATENT  
LICENSING CO., LTD.

Of Counsel:

Andrew E. Monach  
(CA State Bar No. 87891)  
MORRISON & FOERSTER LLP  
425 Market Street  
San Francisco, CA 94105-2482  
Tel: (415) 268-7000  
Fax: (415) 268-7522

James E. Hough  
MORRISON & FOERSTER LLP  
1290 Avenue of the Americas  
New York, NY 10104-0050  
Tel: (212) 468-8000  
Fax: (212) 468-7900