IN THE
UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF NEW YORK

RAH COLOR TECHNOLOGIES LLC, Plaintiff, v. SEIKO EPSON CORP. U.S. EPSON, INC., EPSON AMERICA, INC., and EPSON PORTLAND, INC. Defendants.	Case No. 10-CV-6710CJS JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT

This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code and relates to eight U.S. patents owned by RAH Color Technologies LLC ("RAH Color Technologies"): U.S. Patent Nos. 6,995,870, 7,280,251, 7,312,897, 7,710,433, 7,710,560, 7,729,008, 7,791,761, and 7,830,546 (collectively, "the Patents-in-Suit").

THE PARTIES

1. Plaintiff RAH Color Technologies is a limited liability company organized under the laws of the State of New York. RAH Color Technologies maintains an office at 261 Hollywood Avenue, Rochester, New York 14618. RAH Color Technologies owns numerous United States patents related to the management of color reproduction. Dr. Richard A. Holub manages RAH Color Technologies and is the inventor of the Patents-in-Suit.

2. Defendant Seiko Epson Corporation ("Seiko Epson") is a Japanese Corporation and has a head office at 3-3-5 Owa, Suwa, Nagano, Japan. On information and belief, Seiko Epson makes, exports, sells, and/or offers to sell scanners, printers, multifunction devices, spectrophotometers, and software that employ color management techniques in the U.S. Also on information and belief, Seiko Epson licenses Print Image Matching technology to manufacturers of cameras for sale, and/or offer for sale in the U.S.

3. Defendant U.S. Epson, Inc. ("U.S. Epson") is a California corporation that maintains its principal place of businessat 3840 Kilroy Airport Way, Long Beach, California 90806. On information and belief, U.S. Epson is a wholly-owned subsidiary of Seiko Epson. Also on information and belief, U.S. Epson makes, imports, uses, sells, and/or offers to sell scanners, printers, multifunction devices, spectrophotometers, and software that employ color management techniques in the U.S.

4. Defendant Epson America, Inc. ("Epson America") is a California corporation that maintains its principal place of business at 3840 Kilroy Airport Way, Long Beach, California 90806. On information and belief, Epson America is a wholly-owned subsidiary of U.S. Epson. Also on information and belief, Epson America makes, imports, uses, sells, and/or offers to sell scanners, printers, multifunction devices, spectrophotometers, and software that employ color management techniques in the U.S.

5. Defendant Epson Portland, Inc. ("Epson Portland) is an Oregon corporation that maintains its principal place of business at 3950 Northwest Aloclek

Place, Hillsboro, Oregon 97124. On information and belief, Epson Portland is also a wholly-owned subsidiary of Seiko Epson. Also on information and belief, Epson Portland develops, makes, imports, uses, and/or sells software that employs color management techniques in the U.S.

JURISDICTION AND VENUE

6. This is an action for patent infringement arising under the U.S. patent law, 35 U.S.C.§ 1 *et seq*. This Court has subject matter jurisdiction over the matters complained of under 28 U.S.C. §§ 1338(a) and 1331.

7. The personal jurisdiction of this Court of Seiko Epson, Epson U.S.,Epson America, and Epson Portland is proper because all four companies commit acts of infringement in violation of 35 U.S.C. § 271 and place infringing products into the stream of commerce via an established distribution channel, with the knowledge and/or understanding that those products are sold in the State of New York, including in this District. These acts cause injury to RAH Color Technologies within this District. Upon information and belief, Seiko Epson, Epson U.S.,Epson America, and Epson Portland derive substantial revenue from the sale of infringing products distributed within the District, and/or expect or should reasonably expect their actions to have consequences within this District and derive substantial revenue from interstate and international commerce.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. 1400(b) and 1391 (b), (c), and (d).

PATENTS-IN-SUIT

9. Inventor Dr. Richard A. Holub holds a Ph.D. in neurophysiology from the University of Wisconsin. He has studied and worked extensively in the fields of vision and color reproduction for over forty years.

10. Dr. Holub developed a series of innovations in the management of color reproduction, and he invested extensive time and resources pursuing patent applications on those inventions. After reviewing those applications, the United States Patent Officeawarded numerous patents, including:

- United States Patent No. 6,999,870, entitled "System for Distributing and Controlling Color Reproduction at Multiple Sites" (the '870 Patent);
- United States Patent No. 7,280,251, entitled "System and Method for Calibrating Color Printers" (the '251 Patent);
- United States Patent No. 7,312,897, entitled "System for Distributing and Controlling Color Reproduction at Multiple Sites" (the '897 Patent);
- United States Patent No. 7,710,433, entitled "Method and Apparatus for Calibrating a Color Display" (the '433 Patent);
- United States Patent No. 7,710,560, also entitled "System for Distributing and Controlling Color Reproduction at Multiple Sites" (the '560 Patent);
- United States Patent No. 7,729,008, also entitled "System for Distributing and Controlling Color Reproduction at Multiple Sites" (the '008 Patent);
- United States Patent No. 7,791,761, also entitled "System for Distributing and Controlling Color Reproduction at Multiple Sites" (the '761 Patent); and
- United States Patent No. 7,830,546, also entitled "System for Distributing and Controlling Color Reproduction at Multiple Sites" (the '546 Patent).

11. All right, title, and interest in the '870 Patent, the '251 Patent, the '897 Patent, the '433 Patent, the '560 Patent, the '008 Patent, the '761 Patent, and the '546 Patentare held by RAH Color Technologies. These eight patents constitute the Patents-in-Suit.

EPSON'S AWARENESS OF THE PATENTS-IN-SUIT

12. In 2001, Dr. Holub, through his counsel, notified Seiko Epson that various of its products with printing capabilities infringed U.S. Patent Nos. 6,043,909 and 6,157,735, patents in the same family as, and with the same specification/disclosure as, a number of the Patents-in-Suit.

13. InAugust 2006, Dr. Holub again approached Seiko Epson and offered to sell or license his portfolio of color-management patents. At the time, he notified Seiko Epson that the portfolio was of increasing relevance to Seiko Epson since 2001. He also directed Epson to a website listing his issued patents. The '870 Patent was one of those issued patents.

14. Epson refused Dr. Holub's request that Epson sign a non-disclosure agreement. Without that non-disclosure agreement, Dr. Holub declined to share confidential information about his portfolio with Epson.

15. Separately, during the pursuit of at least three U.S. Patents, Nos. 6,404,509, 7,019,867 and 7,110,002, by Seiko Epson, one of RAH Color Technologies's color-management patents, U.S. Pat. No. 6,043,909, was cited as prior art. In addition, RAH Color Technologies Patent No. 6,459,425 was cited during prosecution of Seiko Epson Patent Nos. 6,940,522, 7,072,074, 7,286,265, and 7,292,371. The '909 and '425 Patents are family members of, and share disclosures

with, various Patents-in-Suit. Finally, one of the Patents-in-Suit, 7,280,251 was cited during Seiko Epson's prosecution of U.S. Patent No. 7,576,897.

16. On October 15, 2010, Dr. Holub sent a letter to Seiko Epson, cc'ing U.S. Epson, Epson America, and Epson Portland. In that letter, he listed the seven Patents-in-Suit and described them as being of significantly greater relevance to Epson than the patents discussed on the 2001 communications. That letter also described the general focus of the claims of each of the patents. Another part of the letter directed the defendants to the company's website as the place to go to see newly-issued patents, and it referred to pending application number 11/246,813, which later issued on November 9, 2010 and was subsequently posted on that website. Finally, the letter offered to license or sell the portfolio.

17. In the over two months since that letter but before the filing of the original complaint in this matter on December 22, 2010, no Epson entity had responded to Dr. Holub. Counsel for Epson did confirm receipt of the original complaint on January 7, 2011. But Epson has not altered its products, sales practices, or product literature for the products described throughout this complaint in a material way since either the October 15, 2010 letter or the filing of the original complaint.

PRODUCTS AT ISSUE

18. Accurate color reproduction has become increasingly important for the products made, imported, used, sold, and/oroffered for sale in the U.S. by Seiko Epson, Epson U.S., Epson America, and Epson Portland. These

products include scanners, printers, multifunction devices, spectrophotometers, and software that, alone or in combination, infringe various claims of the Patents-in-Suit.

19. On information and belief, Seiko Epson sells and/or licenses Print Image Matching technology to camera manufacturers for inclusion in cameras for sale in the U.S. That technology infringes various claims of at least one of the Patents-in-Suit.

FIRST CLAIM FOR RELIEF
(Infringement of the '870 Patent)

20. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 19 of this Complaint as though set forth in full herein.

21. Seiko Epson, Epson U.S.,Epson America, and Epson Portland and the product packages that they manufacture and sell infringe, either directly, by inducement, or contributorily, at least one or moreof the following method claims of the '870 Patent: 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 52, 53, 54, and 57.

22. The group of infringing product packages includes, but is not limited to, the following: Epson Artisan 710; Epson Artisan 725; Epson Artisan 810; Epson Artisan 835; Epson Stylus NX115; Epson Stylus NX215; Epson Stylus NX305; Epson Stylus NX415; Epson Stylus NX420; Epson Stylus NX515; Epson Stylus NX625; Epson WorkForce 310; Epson WorkForce 320; Epson WorkForce 325; Epson WorkForce 520; Epson WorkForce 610; Epson WorkForce 630; Epson WorkForce 635; Epson B-300; Epson B-500DN; Epson Stylus C88+; Epson Stylus Photo 1400; Epson Stylus Photo R1900; Epson Stylus Photo R1900 Scrapbooking Kit; Epson Stylus Photo R2880; Epson Artisan 50; Epson WorkForce 1100; Epson

WorkForce 30; Epson WorkForce 40; PictureMate Charm - PM 225; PictureMate Show - PM 300; Epson Stylus Pro 3800; Epson Stylus Pro 3880 Graphic Arts Ed.; Epson Stylus Pro 3880 Graphic Arts Ed. w/spectroproofer; Epson Stylus Pro 4880; Epson Stylus Pro 4880 ColorBurst Ed.; Epson Stylus Pro 4880 ColorBurst Ed. w/specroproofer; Epson Stylus Pro 7700; Epson Stylus Pro 7880; Epson Stylus Pro 7880 Colorburst Ed.; Epson Stylus Pro 7880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 7900; Epson Stylus Pro 7900 Proofing Edition; Epson Stylus Pro 7900 Proofing Edition w/spectroproofer; Epson Stylus Pro 9700; Epson Stylus Pro 9880; Epson Stylus Pro 9880 Colorburst Ed.; Epson Stylus Pro 9880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 9900; Epson Stylus Pro 9900 Proofing Edition; Epson Stylus Pro 9900 Proofing Edition w/spectroproofer; Epson Stylus Pro WT7900; Epson Stylus Pro 11880; Epson Stylus Pro GS6000; Epson Stylus Pro GS6000 w/ColorBurst; Epson Stylus Pro GS6000 w/ColorBurst and spectroproofer; Epson Perfection V30 Scanner; Epson Perfection V33 Scanner; Epson Perfection V300 Scanner; Epson Perfection V330 Photo Scanner; Epson Perfection 4490 Photo Scanner; Epson Perfection V500 Photo Scanner; Epson Perfection V600 Photo Scanner; Epson Perfection V500 Office Scanner; Epson Perfection V700 Photo Scanner; Epson Perfection V750-M Pro Scanner; Epson WorkForce GT-1500 Document Scanner; Epson WorkForce Pro GT-S50 Document Scanner; Epson GT-2500 Document Scanner; Epson GT-2500 Plus Document Scanner; Epson WorkForce Pro GT-S80 Document Scanner; Epson GT-20000 Document Scanner; Epson GT-30000 Document Scanner; Epson Expression 10000XL-Graphic Arts

Scanner; Epson Expression 10000XL-Photo Scanner; Gemini K3; and Print Image Matching technology.

23. On information and belief, the defendants are directly infringing and continue to infringe the '870 Patent by making, importing, using, selling, and/or offering for sale product packages and technology identified in paragraph 22 that embody and/or practice the claimed methodsof the '870 Patent in violation of 35 U.S.C. § 271(a).

24. In addition, the defendantsare inducing and continue to induce others to infringe the methods of the '870 Patent in violation of 35 U.S.C. § 271(b).

25. The defendants, through correspondence from Dr. Holub, independently through pursuit of Epson patents, and based on the original complaint, are aware of the patents and what acts constitute infringing conduct.

26. With this knowledge, the defendants have intentionally, or with deliberate indifference, taken active steps to encourage and facilitate others' direct infringement of the methods of the '870 Patent with knowledge of that infringement, such as by distributing products identified in paragraph 22, instructions, manuals, videos, technology, user interfaces, and other materials, and by supplying warranty coverage for the distributed products, which the defendants are aware, or should be aware, will prompt purchasers to directly infringe.

27. These active steps prompt buyers and users to make/configure and use systems, including but not limited to those employing hardware (printers, scanners, all-in-ones, cameras, spectroproofers, and networked PCs and servers)and software (printer drivers, Epson Scan software, Print Image Matching technology,

ColorProof XP, Colorburst, MonacoEZColor, and Adobe PhotoShop Elements), that employ and/or embody the claimed methods of the '870 Patent by meeting each and every element of one or more of those method claims.

28. And,the defendants are contributorily infringing and continue to contributorily infringe the methods of the '870 Patent in violation of 35 U.S.C. § 271(c).

29. Based on materials, such as the defendants' product literature, the defendants are awarethat the Epson products and technology identified in paragraph 22 are especially made for combination with other devices in a manner that infringes the method claims of the '870 Patent, because that is what that literature advises.

30. The defendants manufacture, sell, offer to sell, and/or importthese products identified in paragraph 22, including but not limited to product packages that include hardware (printers, scanners, and all-in-ones)and software (printer drivers, Epson Scan software, Print Image Matching technology, ColorProof XP, Colorburst, MonacoEZColor, and Adobe PhotoShop Elements), embodying a material part of the inventions described in the method claims of the '870 Patent.

31. These product packages, and/or features that they include, are not staple articles or commodities suitable for substantial non-infringing use because, in part,when configured to operate, these packages/features can only function in a matter that meets each and every element of one or more method claims of the '870 Patent.

32. On information and belief, purchasers of these Epson products, and/or the systems the purchasers make/configure,employ the methods of the '870 Patent by meeting each and every element of one or more method claims of the '870 Patent, because, for some products, doing so is necessary to employ the product, and/or because they are following Epson's directions in its product literature.

33. On information and belief, Seiko Epson, Epson U.S.,Epson America, and/or Epson Portland's conduct is willful and deliberate.

34. As a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland's acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

35. In addition, RAH Color Technologies has and will continue to suffer irreparable harm as a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland's acts of patent infringement.

SECOND CLAIM FOR RELIEF
(Infringement of the '251 Patent)

36. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 19 of this Complaint as though set forth in full herein.

37. Seiko Epson, Epson U.S.,Epson America, and Epson Portland and the product packages that they manufacture and sell infringe, either directly, by inducement, or contributorily, at least one or more of the following claims of the '251 Patent: 10, 11, 12, and 13.

38. The group of infringing product packages includes, but is not limited to, the following: Epson Stylus Pro 3880 Graphic Arts Ed. w/spectroproofer; Epson Stylus Pro 4880 ColorBurst Ed. w/specroproofer; Epson Stylus Pro 7880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 7900 Proofing Edition; Epson Stylus Pro 7900 Proofing Edition w/spectroproofer; Epson Stylus Pro 9880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 9900 Proofing Edition; Epson Stylus Pro 9900 Proofing Edition w/spectroproofer; and Epson Stylus Pro GS6000 w/ColorBurst and spectroproofer.

39. On information and belief, the defendants are directly infringing and continue to infringe the '251Patent by making, importing, using, selling, and/or offering for sale product packages and technology identified in paragraph 38that embody and/or practice claimsof the '251Patent in violation of 35 U.S.C. § 271(a).

40. In addition, the defendants are inducing and continue to induce others to infringe claimsof the '251Patent in violation of 35 U.S.C. § 271(b).

41. The defendants, through correspondence from Dr. Holub, independently through pursuit of Epson patents, and based on the original complaint, are aware of the patents and what acts constitute infringing conduct.

42. With this knowledge, the defendants have intentionally, or with deliberate indifference, taken active steps to encourage and facilitate others' direct infringement of claims of the '251Patent with knowledge of that infringement, such as by distributing products identified in paragraph 38, instructions, manuals, videos, technology, user interfaces, and other materials, and by supplying warranty

coverage for the distributed products, which the defendants are aware, or should be aware, will prompt purchasers to directly infringe.

43. These active steps prompt buyers and users to make/configure and use systems, including but not limited to those employing hardware (printers, scanners, all-in-ones, cameras, spectroproofers, and networked PCs and servers)and software (printer drivers, Epson Scan software, Print Image Matching technology, ColorProof XP, Colorburst, MonacoEZColor, and Adobe PhotoShop Elements), that employ and/or embody claims of the '251Patent by meeting each and every element of one or more of those claims.

44. And,the defendants are contributorily infringing and continue to contributorily infringe claims of the '251Patent in violation of 35 U.S.C. § 271(c).

45. Based on materials, such as the defendants' product literature, the defendants are aware that certain Epson products and technology (including, but not limited to, Epson Stylus Pro 3880 Graphic Arts Ed. w/spectroproofer; Epson Stylus Pro 4880 ColorBurst Ed. w/specroproofer; Epson Stylus Pro 7880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 9880 Colorburst Ed. w/spectroproofer; and Epson Stylus Pro GS6000 w/ColorBurst and spectroproofer) are especially made for combination with other devices in a manner that infringes claims of the '251Patent, because that is what that literature advises.

46. The defendants manufacture, sell, offer to sell, and/or import these products, including but not limited to product packages that include hardware (printers, scanners, and all-in-ones)and software (printer drivers, Epson Scan software, Print Image Matching technology, ColorProof XP, Colorburst,

MonacoEZColor, and Adobe PhotoShop Elements), embodying a material part of the inventions described in claims of the '251Patent.

47. These product packages, and/or features that they include, are not staple articles or commodities suitable for substantial non-infringing use because, in part,when configured to operate, these packages/features can only function in a matter that meets each and every element of one or more claims of the '251Patent.

48. On information and belief, purchasers of these Epson products, and/or the systems the purchasers make/configure, embody claims of the '251Patent by meeting each and every element of one or more claims of the '251Patent, because, for some products, doing so is necessary to employ the product, and/or because they are following Epson's directions in its product literature.

49. On information and belief, Seiko Epson, Epson U.S.,Epson America, and/or Epson Portland's conduct is willful and deliberate.

50. As a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland's acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

51. In addition, RAH Color Technologies has and will continue to suffer irreparable harm as a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland's acts of patent infringement.

THIRD CLAIM FOR RELIEF
(Infringement of the '897 Patent)

52. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 19 of this Complaint as though set forth in full herein.

53. Seiko Epson, Epson U.S.,Epson America, and Epson Portland and the product packages that they manufacture and sell infringe, either directly, by inducement, or contributorily, at least one or more of the following claims of the '897 Patent: 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 57, 58, 59, 60, and 61.

54. The group of infringing product packages includes, but is not limited to, the following: Epson Artisan 710; Epson Artisan 725; Epson Artisan 810; Epson Artisan 835; Epson Stylus NX115; Epson Stylus NX215; Epson Stylus NX305; Epson Stylus NX415; Epson Stylus NX420; Epson Stylus NX515; Epson Stylus NX625; Epson WorkForce 310; Epson WorkForce 320; Epson WorkForce 325; Epson WorkForce 520; Epson WorkForce 610; Epson WorkForce 630; Epson WorkForce 635; Epson B-300; Epson B-500DN; Epson Stylus C88+; Epson Stylus Photo 1400; Epson Stylus Photo R1900; Epson Stylus Photo R1900 Scrapbooking Kit; Epson Stylus Photo R2880; Epson Artisan 50; Epson WorkForce 1100; Epson WorkForce 30; Epson WorkForce 40; PictureMate Charm - PM 225; PictureMate Show - PM 300; Epson Stylus Pro 3800; Epson Stylus Pro 3880 Graphic Arts Ed.; Epson Stylus Pro 3880 Graphic Arts Ed. w/spectroproofer; Epson Stylus Pro 4880; Epson Stylus Pro 4880 ColorBurst Ed.; Epson Stylus Pro 4880 ColorBurst Ed. w/specroproofer; Epson Stylus Pro 7700; Epson Stylus Pro 7880; Epson Stylus Pro

7880 Colorburst Ed.; Epson Stylus Pro 7880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 7900; Epson Stylus Pro 7900 Proofing Edition; Epson Stylus Pro 7900 Proofing Edition w/spectroproofer; Epson Stylus Pro 9700; Epson Stylus Pro 9880; Epson Stylus Pro 9880 Colorburst Ed.; Epson Stylus Pro 9880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 9900; Epson Stylus Pro 9900 Proofing Edition; Epson Stylus Pro 9900 Proofing Edition w/spectroproofer; Epson Stylus Pro WT7900; Epson Stylus Pro 11880; Epson Stylus Pro GS6000; Epson Stylus Pro GS6000 w/ColorBurst; Epson Stylus Pro GS6000 w/ColorBurst and spectroproofer; Epson Perfection 4490 Photo Scanner; Epson Perfection V500 Photo Scanner; Epson Perfection V600 Photo Scanner; Epson Perfection V500 Office Scanner; Epson Perfection V700 Photo Scanner; Epson Perfection V750-M Pro Scanner; Epson Expression 10000XL-Graphic Arts Scanner; Epson Expression 10000XL-Photo Scanner; and Gemini K3.

55. On information and belief, the defendants are directly infringing and continue to infringe the ‘897Patent by making, importing, using, selling, and/or offering for sale product packages and technology identified in paragraph 54 that embody and/or practice claims of the ‘897Patent in violation of 35 U.S.C. § 271(a).

56. In addition, the defendants are inducing and continue to induce others to infringe claimsof the ‘897Patent in violation of 35 U.S.C. § 271(b).

57. The defendants, through correspondence from Dr. Holub, independently through pursuit of Epson patents, and based on the original complaint, are aware of the patents and what acts constitute infringing conduct.

58. With this knowledge, the defendants have intentionally, or with deliberate indifference, taken active steps to encourage and facilitate others' direct infringement of claims of the '897Patent with knowledge of that infringement, such as by distributing products identified in paragraph 54, instructions, manuals, videos, technology, user interfaces, and other materials, and by supplying warranty coverage for the distributed products, which the defendants are aware, or should be aware, will prompt purchasers to directly infringe.

59. These active steps prompt buyers and users to make/configure and use systems, including but not limited to those employing hardware (printers, scanners, all-in-ones, cameras, spectroproofers, and networked PCs and servers)and software (printer drivers, Epson Scan software, Print Image Matching technology, ColorProof XP, Colorburst, MonacoEZColor, and Adobe PhotoShop Elements), that employ and/or embody claims of the '897Patent by meeting each and every element of one or more of those claims.

60. And,the defendants are contributorily infringing and continue to contributorily infringe claims of the '897Patent in violation of 35 U.S.C. § 271(c).

61. Based on materials, such as the defendants' product literature, the defendants are aware that certain Epson products and technology (including, but not limited to, Epson Artisan 710; Epson Artisan 725; Epson Artisan 810; Epson Artisan 835; Epson Stylus NX115; Epson Stylus NX215; Epson Stylus NX305; Epson Stylus NX415; Epson Stylus NX420; Epson Stylus NX515; Epson Stylus NX625; Epson WorkForce 310; Epson WorkForce 320; Epson WorkForce 325; Epson WorkForce 520; Epson WorkForce 610; Epson WorkForce 630; Epson WorkForce

635; Epson B-300; Epson B-500DN; Epson Stylus C88+; Epson Stylus Photo 1400; Epson Stylus Photo R1900; Epson Stylus Photo R1900 Scrapbooking Kit; Epson Stylus Photo R2880; Epson Artisan 50; Epson WorkForce 1100; Epson WorkForce 30; Epson WorkForce 40; PictureMate Charm - PM 225; PictureMate Show - PM 300; Epson Stylus Pro 3800; Epson Stylus Pro 3880 Graphic Arts Ed.; Epson Stylus Pro 3880 Graphic Arts Ed. w/spectroproofer; Epson Stylus Pro 4880; Epson Stylus Pro 4880 ColorBurst Ed.; Epson Stylus Pro 4880 ColorBurst Ed. w/specroproofer; Epson Stylus Pro 7700; Epson Stylus Pro 7880; Epson Stylus Pro 7880 Colorburst Ed.; Epson Stylus Pro 7880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 7900; Epson Stylus Pro 7900 Proofing Edition; Epson Stylus Pro 7900 Proofing Edition w/spectroproofer; Epson Stylus Pro 9700; Epson Stylus Pro 9880; Epson Stylus Pro 9880 Colorburst Ed.; Epson Stylus Pro 9880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 9900; Epson Stylus Pro 9900 Proofing Edition; Epson Stylus Pro 9900 Proofing Edition w/spectroproofer; Epson Stylus Pro WT7900; Epson Stylus Pro 11880; Epson Stylus Pro GS6000; Epson Stylus Pro GS6000 w/ColorBurst; Epson Stylus Pro GS6000 w/ColorBurst and spectroproofer; and Gemini K3) are especially made for combination with other devices in a manner that infringes claims of the ‘897Patent, because that is what that literature advises.

62. The defendants manufacture, sell, offer to sell, and/or import these products, including but not limited to product packages that include hardware (printers, scanners, and all-in-ones)and software (printer drivers, Epson Scan software, Print Image Matching technology, ColorProof XP, Colorburst,

MonacoEZColor, and Adobe PhotoShop Elements), embodying a material part of the inventions described in claims of the '897Patent.

63. These product packages, and/or features that they include, are not staple articles or commodities suitable for substantial non-infringing use because, in part,when configured to operate, these packages/features can only function in a matter that meets each and every element of one or more claims of the '897Patent.

64. On information and belief, purchasers of these Epson products, and/or the systems the purchasers make/configure, embody claims of the '897Patent by meeting each and every element of one or more claims of the '897Patent, because, for some products, doing so is necessary to employ the product, and/or because they are following Epson's directions in its product literature.

65. On information and belief, Seiko Epson, Epson U.S.,Epson America, and/or Epson Portland's conduct is willful and deliberate.

66. As a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland's acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

67. In addition, RAH Color Technologies has and will continue to suffer irreparable harm as a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland's acts of patent infringement.

FOURTH CLAIM FOR RELIEF
(Infringement of the '433 Patent)

68. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through19 of this Complaint as though set forth in full herein.

69. Seiko Epson, Epson U.S.,Epson America, and Epson Portland and the product packages that they manufacture and sell infringe, either directly, by inducement, or contributorily, at least one or more of the following claims of the '433 Patent: 1, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 21, 22, 24, 26, 27, 28, 29, 30, 31, and 32.

70. The group of infringing product packages includes, but is not limited to, the following: Epson Stylus Pro 7900 Proofing Edition w/spectroproofer; and Epson Stylus Pro 9900 Proofing Edition w/spectroproofer.

71. On information and belief, the defendants are directly infringing and continue to infringe the '433Patent by making, importing, using, selling, and/or offering for sale product packages and technology identified in paragraph 70that embody and/or practice claims of the '433Patent in violation of 35 U.S.C. § 271(a).

72. In addition, the defendants are inducing and continue to induce others to infringe claimsof the '433Patent in violation of 35 U.S.C. § 271(b).

73. The defendants, through correspondence from Dr. Holub and based on the original complaint, are aware of the patents and what acts constitute infringing conduct.

74. With this knowledge, the defendants have intentionally, or with deliberate indifference, taken active steps to encourage and facilitate others'

direct infringement of claims of the ‘433Patent with knowledge of that infringement, such as by distributing products identified in paragraph 70, instructions, manuals, videos, technology, user interfaces, and other materials, and by supplying warranty coverage for the distributed products, which the defendants are aware, or should be aware, will prompt purchasers to directly infringe.

75. These active steps prompt buyers and users to make/configure and use systems, including but not limited to those employing hardware (printers, scanners, all-in-ones, cameras, spectroproofers, and networked PCs and servers)and software (printer drivers, Epson Scan software, Print Image Matching technology, ColorProof XP, Colorburst, MonacoEZColor, and Adobe PhotoShop Elements), that employ and/or embody claims of the ‘433Patent by meeting each and every element of one or more of those claims.

76. And,the defendants are contributorily infringing and continue to contributorily infringe claims of the ‘433Patent in violation of 35 U.S.C. § 271(c).

77. Based on materials, such as the defendants’ product literature, the defendants are aware that the Epson products and technology identified in paragraph 70 are especially made for combination with other devices in a manner that infringes claims of the ‘433Patent, because that is what that literature advises.

78. The defendants manufacture, sell, offer to sell, and/or import these products, including but not limited to product packages that include hardware (printers, scanners, and all-in-ones)and software (printer drivers, Epson Scan software, Print Image Matching technology, ColorProof XP, Colorburst,

MonacoEZColor, and Adobe PhotoShop Elements), embodying a material part of the inventions described in claims of the '433Patent.

79. These product packages, and/or features that they include, are not staple articles or commodities suitable for substantial non-infringing use because, in part,when configured to operate, these packages/features can only function in a matter that meets each and every element of one or more claims of the '433Patent.

80. On information and belief, purchasers of these Epson products, and/or the systems the purchasers make/configure, embody claims of the '433Patent by meeting each and every element of one or more claims of the '433Patent, because, for some products, doing so is necessary to employ the product, and/or because they are following Epson's directions in its product literature.

81. On information and belief, Seiko Epson, Epson U.S.,Epson America, and/or Epson Portland's conduct is willful and deliberate.

82. As a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland's acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

83. In addition, RAH Color Technologies has and will continue to suffer irreparable harm as a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland's acts of patent infringement.

FIFTH CLAIM FOR RELIEF
(Infringement of the '560 Patent)

84. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 19 of this Complaint as though set forth in full herein.

85. Seiko Epson, Epson U.S.,Epson America, and Epson Portland and the product packages that they manufacture and sell infringe, either directly, by inducement, or contributorily, at least one or more of the following claims of the '560 Patent: 58 and 60.

86. The group of infringing product packages includes, but is not limited to, the following: Epson Stylus Pro 7900 Proofing Edition w/spectroproofer; and Epson Stylus Pro 9900 Proofing Edition w/spectroproofer.

87. On information and belief, the defendants are directly infringing and continue to infringe the '560Patent by making, importing, using, selling, and/or offering for sale product packages and technology identified in paragraph 86 that embody and/or practice claims of the '560Patent in violation of 35 U.S.C. § 271(a).

88. In addition, the defendants are inducing and continue to induce others to infringe claimsof the '560 Patent in violation of 35 U.S.C. § 271(b).

89. The defendants, through correspondence from Dr. Holub, independently through pursuit of Epson patents, and based on the original complaint, are aware of the patents and what acts constitute infringing conduct.

90. With this knowledge, the defendants have intentionally, or with deliberate indifference, taken active steps to encourage and facilitate others'

direct infringement of claims of the ‘560Patent with knowledge of that infringement, such as by distributing products identified in paragraph 86, instructions, manuals, videos, technology, user interfaces, and other materials, and by supplying warranty coverage for the distributed products, which the defendants are aware, or should be aware, will prompt purchasers to directly infringe.

91. These active steps prompt buyers and users to make/configure and use systems, including but not limited to those employing hardware (printers, scanners, all-in-ones, cameras, spectroproofers, and networked PCs and servers)and software (printer drivers, Epson Scan software, Print Image Matching technology, ColorProof XP, Colorburst, MonacoEZColor, and Adobe PhotoShop Elements), that employ and/or embody claims of the ‘560Patent by meeting each and every element of one or more of those claims.

92. And,the defendants are contributorily infringing and continue to contributorily infringe claims of the ‘560Patent in violation of 35 U.S.C. § 271(c).

93. Based on materials, such as the defendants’ product literature, the defendants are aware that the Epson products and technology identified in paragraph 86 are especially made for combination with other devices in a manner that infringes claims of the ‘560Patent, because that is what that literature advises.

94. The defendants manufacture, sell, offer to sell, and/or import these products, including but not limited to product packages that include hardware (printers, scanners, and all-in-ones)and software (printer drivers, Epson Scan software, Print Image Matching technology, ColorProof XP, Colorburst,

MonacoEZColor, and Adobe PhotoShop Elements), embodying a material part of the inventions described in claims of the ‘560Patent.

95. These product packages, and/or features that they include, are not staple articles or commodities suitable for substantial non-infringing use because, in part,when configured to operate, these packages/features can only function in a matter that meets each and every element of one or more claims of the ‘560Patent.

96. On information and belief, purchasers of these Epson products, and/or the systems the purchasers make/configure, embody claims of the ‘560Patent by meeting each and every element of one or more claims of the ‘560Patent, because, for some products, doing so is necessary to employ the product, and/or because they are following Epson’s directions in its product literature.

97. On information and belief, Seiko Epson, Epson U.S.,Epson America, and/or Epson Portland’s conduct is willful and deliberate.

98. As a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland’s acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

99. In addition, RAH Color Technologies has and will continue to suffer irreparable harm as a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland’s acts of patent infringement.

SIXTH CLAIM FOR RELIEF
(Infringement of the '008 Patent)

100. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 19 of this Complaint as though set forth in full herein.

101. Seiko Epson, Epson U.S.,Epson America, and Epson Portland and the product packages that they manufacture and sell infringe, either directly, by inducement, or contributorily, at least one or more of the following claims of the '008 Patent: 1, 2, 3, 4, 7, 6, 9, 10, 11, 43, 62, 73, 75, 76, 77, 78, 79, 80, 82, and 84.

102. The group of infringing product packages includes, but is not limited to, the following: Epson Stylus Pro 3880 Graphic Arts Ed. w/spectroproofer;Epson Stylus Pro 4880 ColorBurst Ed. w/specroproofer;Epson Stylus Pro 7880 Colorburst Ed. w/spectroproofer;Epson Stylus Pro 7900 Proofing Edition w/spectroproofer;Epson Stylus Pro 9880 Colorburst Ed. w/spectroproofer;Epson Stylus Pro 9900 Proofing Edition w/spectroproofer; and Epson Stylus Pro GS6000 w/ColorBurst and spectroproofer.

103. On information and belief, the defendants are directly infringing and continue to infringe the '008Patent by making, importing, using, selling, and/or offering for sale product packages and technology identified in paragraph 102that embody and/or practice claims of the '008Patent in violation of 35 U.S.C. § 271(a).

104. In addition, the defendants are inducing and continue to induce others to infringe claimsof the '008 Patent in violation of 35 U.S.C. § 271(b).

105. The defendants, through correspondence from Dr. Holub, independently through pursuit of Epson patents, and based on the original complaint, are aware of the patents and what acts constitute infringing conduct.

106. With this knowledge, the defendants have intentionally, or with deliberate indifference, taken active steps to encourage and facilitate others' direct infringement of claims of the '008Patent with knowledge of that infringement, such as by distributing products identified in paragraph 102, instructions, manuals, videos, technology, user interfaces, and other materials, and by supplying warranty coverage for the distributed products, which the defendants are aware, or should be aware, will prompt purchasers to directly infringe.

107. These active steps prompt buyers and users to make/configure and use systems, including but not limited to those employing hardware (printers, scanners, all-in-ones, cameras, spectroproofers, and networked PCs and servers)and software (printer drivers, Epson Scan software, Print Image Matching technology, Colorburst, MonacoEZColor, and Adobe PhotoShop Elements), that employ and/or embody claims of the '008Patent by meeting each and every element of one or more of those claims.

108. And,the defendants are contributorily infringing and continue to contributorily infringe claims of the '008Patent in violation of 35 U.S.C. § 271(c).

109. Based on materials, such as the defendants' product literature, the defendants are aware that the Epson products and technology identified in paragraph 102 are especially made for combination with other devices in a manner that infringes claims of the '008Patent, because that is what that literature advises.

110. The defendants manufacture, sell, offer to sell, and/or import these products, including but not limited to product packages that include hardware (printers, scanners, and all-in-ones)and software (printer drivers, Epson Scan software, Print Image Matching technology, ColorProof XP, Colorburst, MonacoEZColor, and Adobe PhotoShop Elements), embodying a material part of the inventions described in claims of the '008Patent.

111. These product packages, and/or features that they include, are not staple articles or commodities suitable for substantial non-infringing use because, in part,when configured to operate, these packages/features can only function in a matter that meets each and every element of one or more claims of the '008Patent.

112. On information and belief, purchasers of these Epson products, and/or the systems the purchasers make/configure, embody claims of the '008Patent by meeting each and every element of one or more claims of the '008Patent, because, for some products, doing so is necessary to employ the product, and/or because they are following Epson's directions in its product literature.

113. On information and belief, Seiko Epson, Epson U.S.,Epson America, and/or Epson Portland's conduct is willful and deliberate.

114. As a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland's acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

115. In addition, RAH Color Technologies has and will continue to suffer irreparable harm as a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland's acts of patent infringement.

SEVENTH CLAIM FOR RELIEF
(Infringement of the '761 Patent)

116. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 19 of this Complaint as though set forth in full herein.

117. Seiko Epson, Epson U.S.,Epson America, and Epson Portland and the product packages that they manufacture and sell infringe, either directly or by inducement, at least one or more of the following claims of the '761Patent: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 15, and 16.

118. The group of infringing product packages includes, but is not limited to, the following: Epson Stylus Pro 3800; Epson Stylus Pro 3880 Graphic Arts Ed.; Epson Stylus Pro 3880 Graphic Arts Ed. w/spectroproofer; Epson Stylus Pro 4880; Epson Stylus Pro 4880 ColorBurst Ed.; Epson Stylus Pro 4880 ColorBurst Ed. w/specroproofer; Epson Stylus Pro 7880; Epson Stylus Pro 7880 Colorburst Ed.; Epson Stylus Pro 7880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 7900; Epson Stylus Pro 7900 Proofing Edition; Epson Stylus Pro 7900 Proofing Edition w/spectroproofer;Epson Stylus Pro 9880; Epson Stylus Pro 9880 Colorburst Ed.; Epson Stylus Pro 9880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 9900; Epson Stylus Pro 9900 Proofing Edition; Epson Stylus Pro 9900 Proofing Edition w/spectroproofer;Epson Stylus Pro WT7900; Epson Stylus Pro 11880; and Gemini K3.

119. On information and belief, the defendants are directly infringing and continue to infringe the ‘761Patent by making, importing, using, selling, and/or offering for sale product packages and technology identified in paragraph 118that embody and/or practice claims of the ‘761Patent in violation of 35 U.S.C. § 271(a).

120. In addition, the defendants are inducing and continue to induce others to infringe claimsof the ‘761Patent in violation of 35 U.S.C. § 271(b).

121. The defendants, through correspondence from Dr. Holub, independently through pursuit of Epson patents, and based on the original complaint, are aware of the patents and what acts constitute infringing conduct.

122. With this knowledge, the defendants have intentionally, or with deliberate indifference, taken active steps to encourage and facilitate others’ direct infringement of claims of the ‘761Patent with knowledge of that infringement, such as by distributing products identified in paragraph 118, instructions, manuals, videos, technology, user interfaces, and other materials, and by supplying warranty coverage for the distributed products, which the defendants are aware, or should be aware, will prompt purchasers to directly infringe.

123. These active steps prompt buyers and users to make/configure and use systems, including but not limited to those employing hardware (printers, scanners, all-in-ones, cameras, spectroproofers, and networked PCs and servers)and software (printer drivers, Epson Scan software, Print Image Matching technology, ColorProof XP, Colorburst, MonacoEZColor, and Adobe PhotoShop Elements), that

employ and/or embody claims of the '761Patent by meeting each and every element of one or more of those claims.

124. On information and belief, Seiko Epson, Epson U.S.,Epson America, and/or Epson Portland's conduct is willful and deliberate.

125. As a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland's acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

126. In addition, RAH Color Technologies has and will continue to suffer irreparable harm as a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland's acts of patent infringement.

EIGHTH CLAIM FOR RELIEF
(Infringement of the '546 Patent)

127. RAH Color Technologies incorporates by reference the allegations set forth in paragraphs 1 through 19 of this Complaint as though set forth in full herein.

128. Seiko Epson, Epson U.S.,Epson America, and Epson Portland and the product packages that they manufacture and sell infringe, either directly or by inducement, at least one or more of the following claims of the '546Patent: 1, 2, 3, 4, 7, 8, 9, 11, 12, 14, 15, 16, 17, 19, 20, 21, 22, 25, 26, 27, 28, 29, and 31.

129. The group of infringing product packages includes, but is not limited to, the following: Epson Artisan 710; Epson Artisan 725; Epson Artisan 810; Epson Artisan 835; Epson Stylus NX115; Epson Stylus NX215; Epson Stylus NX305; Epson Stylus NX415; Epson Stylus NX420; Epson Stylus NX515; Epson Stylus

NX625; Epson WorkForce 310; Epson WorkForce 320; Epson WorkForce 325; Epson WorkForce 520; Epson WorkForce 610; Epson WorkForce 630; Epson WorkForce 635; Epson B-300; Epson B-500DN; Epson Stylus C88+; Epson Stylus Photo 1400; Epson Stylus Photo R1900; Epson Stylus Photo R1900 Scrapbooking Kit; Epson Stylus Photo R2880; Epson Artisan 50; Epson WorkForce 1100; Epson WorkForce 30; Epson WorkForce 40; PictureMate Charm - PM 225; PictureMate Show - PM 300; Epson Stylus Pro 3800; Epson Stylus Pro 3880 Graphic Arts Ed.; Epson Stylus Pro 3880 Graphic Arts Ed. w/spectroproofer; Epson Stylus Pro 4880; Epson Stylus Pro 4880 ColorBurst Ed.; Epson Stylus Pro 4880 ColorBurst Ed. w/specroproofer; Epson Stylus Pro 7700; Epson Stylus Pro 7880; Epson Stylus Pro 7880 Colorburst Ed.; Epson Stylus Pro 7880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 7900; Epson Stylus Pro 7900 Proofing Edition; Epson Stylus Pro 7900 Proofing Edition w/spectroproofer; Epson Stylus Pro 9700; Epson Stylus Pro 9880; Epson Stylus Pro 9880 Colorburst Ed.; Epson Stylus Pro 9880 Colorburst Ed. w/spectroproofer; Epson Stylus Pro 9900; Epson Stylus Pro 9900 Proofing Edition; Epson Stylus Pro 9900 Proofing Edition w/spectroproofer; Epson Stylus Pro WT7900; Epson Stylus Pro 11880; Epson Stylus Pro GS6000; Epson Stylus Pro GS6000 w/ColorBurst; Epson Stylus Pro GS6000 w/ColorBurst and spectroproofer; Epson Perfection V30 Scanner; Epson Perfection V33 Scanner; Epson Perfection V300 Scanner; Epson Perfection V330 Photo Scanner; Epson Perfection 4490 Photo Scanner; Epson Perfection V500 Photo Scanner; Epson Perfection V600 Photo Scanner; Epson Perfection V500 Office Scanner; Epson Perfection V700 Photo Scanner; Epson Perfection V750-M Pro Scanner; Epson WorkForce GT-1500

Document Scanner; Epson WorkForce Pro GT-S50 Document Scanner; Epson GT-2500 Document Scanner; Epson GT-2500 Plus Document Scanner; Epson WorkForce Pro GT-S80 Document Scanner; Epson GT-20000 Document Scanner; Epson GT-30000 Document Scanner; Epson Expression 10000XL-Graphic Arts Scanner; and Epson Expression 10000XL-Photo Scanner.

130. On information and belief, the defendants are directly infringing and continue to infringe the '546Patent by making, importing, using, selling, and/or offering for sale product packages and technology identified in paragraph 129that embody and/or practice claims of the '546Patent in violation of 35 U.S.C. § 271(a).

131. In addition, the defendants are inducing and continue to induce others to infringe claimsof the '546 Patent in violation of 35 U.S.C. § 271(b).

132. The defendants, based on the original complaint, are aware of the patents and what acts constitute infringing conduct.

133. With this knowledge, the defendants have intentionally, or with deliberate indifference, taken active steps to encourage and facilitate others' direct infringement of claims of the '546Patent with knowledge of that infringement, such as by distributing products identified in paragraph 129, instructions, manuals, videos, technology, user interfaces, and other materials, and by supplying warranty coverage for the distributed products, which the defendants are aware, or should be aware, will prompt purchasers to directly infringe.

134. On information and belief, purchasers of these Epson products, and/or the systems the purchasers make/configure, embody claims of the

‘546Patent by meeting each and every element of one or more claims of the ‘546Patent, because, for some products, doing so is necessary to employ the product, and/or because they are following Epson’s directions in its product literature.

135. On information and belief, Seiko Epson, Epson U.S.,Epson America, and/or Epson Portland’s conduct is willful and deliberate.

136. As a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland’s acts of patent infringement, RAH Color Technologies has been and continues to be injured and has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

137. In addition, RAH Color Technologies has and will continue to suffer irreparable harm as a direct and proximate result of Seiko Epson, Epson U.S.,Epson America, and Epson Portland’s acts of patent infringement.

PRAYER FOR RELIEF

WHEREFORE, RAH Color Technologies prays that this Court enter judgment:

1. Adjudging, finding, and declaring that Seiko Epson, Epson U.S.,Epson America, and Epson Portland have infringed, induced infringement of, and/or contributed to infringement of claims of each of the Patents-in-Suit under 35 U.S.C. § 271;
2. Adjudging, finding, and declaring that Seiko Epson, Epson U.S.,Epson America, and Epson Portland’s infringement is willful and deliberate;
3. Adjudging, finding, and declaring that the Patents-in-Suit are valid and enforceable;

4. Enjoining Seiko Epson, Epson U.S.,Epson America, and Epson Portland and their subsidiaries, agents, officers, and employees, and all others acting in concert with them, from infringing and inducing infringement of the Patents-in-Suit, or, in the alternative, to impose a compulsory license on Seiko Epson, Epson U.S.,Epson America, and Epson Portland for use of RAH Color Technologies's patented technology;

5. Ordering Seiko Epson, Epson U.S.,Epson America, and Epson Portland to pay RAH Color Technologies an amount that, as adequately as possible, compensates RAH Color Technologies for Seiko Epson, Epson U.S.,Epson America, and Epson Portland's infringement, no less than a reasonable royalty;

6. Ordering Seiko Epson, Epson U.S.,Epson America, and Epson Portland to pay court costs, pre-judgment interest, post-judgment interest, and attorneys' fees under 35 U.S.C. §§ 284 and 285;

7. Finding that this is an "exceptional case" pursuant to 35 U.S.C. § 285, and awarding enhanced damages up to an including treble the amount of damages and the payment of attorneys' fees;and

8. Granting RAH Color Technologies such other and further relief as is just and proper, or as the Court deems appropriate.

JURY DEMAND

RAH Color Technologies demands a jury trial on all issues that may be so tried.

Dated: April 7, 2011

Respectfully submitted,

HARRIS BEACH PLLC

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