

**FILED VIA ECF**

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

FRANKLIN ELECTRONIC PUBLISHERS  
INCORPORATED,

Plaintiff,

**v.**

SHARP ELECTRONICS CORPORATION,

Defendant.

Civil Action No.:

**COMPLAINT FOR PATENT  
INFRINGEMENT AND DEMAND FOR  
JURY TRIAL**

Plaintiff, Franklin Electronic Publishers Incorporated, by its undersigned counsel, brings  
this action against Defendant, Sharp Electronics Corporation, and alleges as follows:

## NATURE OF THE ACTION

1. This is an action for patent infringement under 35 U.S.C. §§ 271 and 281.
2. Franklin Electronic Publishers Incorporated ("Franklin") brings this action against Sharp Electronics Corporation ("Sharp") for the infringement of U.S. Letters Patent No. 4,830,618 ("the '618 patent") which was issued on May 16, 1989.
3. Sharp knowingly and willfully infringed and continues to infringe the '618 patent by making, selling, importing and/or offering for sale at least the Sharp PW-E250 and Sharp PW-E550 handheld electronic dictionaries.

## PARTIES

4. Franklin Electronic Publishers Incorporated is a corporation formed and existing under the laws of Pennsylvania, with its principal place of business at One Franklin Plaza, Burlington, New Jersey 08016-4907.

5. Franklin is well known in the electronic publishing industry for its handheld electronic dictionary and reference products.

6. Upon information and belief, Sharp Electronics Corporation (“Sharp”) is a corporation formed under the laws of New Jersey, with its principal place of business at 1 Sharp Plaza, Mahwah, NJ 07430.

7. Upon information and belief, Sharp is the U.S. sales and marketing subsidiary of Japan's Sharp Corporation.

## JURISDICTION AND VENUE

8. Subject matter jurisdiction over this matter exists pursuant to 28 U.S.C. 1331 & 1338(a).

9. Personal jurisdiction over Sharp is proper since Sharp is a New Jersey corporation. Upon information and belief, Sharp transacts business in this state by manufacturing, selling, importing and/or offering to sell products that are subject of the patent at issue in this lawsuit.

10. Venue exists in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400.

## BACKGROUND FACTS

## The Patent-In-Suit

11. Franklin is the assignee of all right, title, and interest in and to United States Letters Patent No. 4,830,618 (“the ‘618 patent”) entitled Electronic Spelling Machine, which was

duly and legally issued by the United States Patent and Trademark Office on May 16, 1989. A copy of the '618 patent is attached as Exhibit A.

12. The '618 patent claims a portable hand held machine spelling matching dictionary which has various pattern matching functions including a spelling validation function.

13. The '618 patent also claims a spelling check routine that provides the user with possible words for which a valid (i.e., properly spelled) input word might be deemed a misspelling.

### The Infringing Sharp Products

14. Sharp manufactures, uses, sells, offers for sale or imports one or more electronic dictionaries and in particular at least the Sharp PW-E250 and PW-E550 products which infringe the '618 patent.

15. Product brochures containing pictures and a description of the Sharp PW-E250 and PW-E550 products are attached hereto as Exhibit B.

16. The Sharp PW-E250 is an electronic pocket reference guide that provides instant access to more than 150,000 entries, synonyms and senses. This model also provides a Spanish dictionary, a guide for puzzle solvers, and a filter search which searches for the required word and provides matching words. The Sharp PW-E250 also provides a spell checking function. The spell checking function provides a list of words with similar spelling to a word entered by the user.

17. The Sharp PW-E550 provides the features found in the Sharp PW-E250 model and further includes a grammar guide as well as above mentioned phonetic spell checking function.

18. The Sharp PW-E250 and PW-E550 products infringe the '618 patent. In particular, the features recited in the claims of the '618 patent are provided in both the Sharp PW-E250 and PW-E550 products.

19. Upon information and belief, the Sharp PW-E250 and PW-E550 products are manufactured, used, offered for sale, sold in or imported into New Jersey and throughout the United States by Sharp.

**COUNT I – INFRINGEMENT OF THE ‘618 PATENT BY SHARP  
ELECTRONICS CORPORATION**

20. The allegations in Paragraphs 1 through 19 above are incorporated by reference in this Count I as if fully restated herein.

21. Sharp has infringed and continues to infringe directly, indirectly, contributorily, or by inducement, the claims of the '618 patent by making, using, offering to sell, selling, or importing electronic dictionaries such as the Sharp PW-E250 and PW-E550 products in New Jersey and throughout the United States.

22. Sharp's acts of infringement have caused and will continue to cause Franklin substantial and irreparable injury for which Franklin is entitled to receive damages adequate to compensate Franklin for such infringement.

23. Sharp has been on actual notice of its infringement of the '618 patent at least as early as November 7, 2005 and, notwithstanding such notice, has continued to engage in such infringing activity.

24. Sharp's acts of infringement have been willful and deliberate, rendering this case "exceptional" within the meaning of 35 U.S.C. § 285.

25. Sharp's infringement of the '618 patent has deprived and will continue to deprive Franklin of sales which Franklin would otherwise have made, and has caused irreparable injury to Franklin's goodwill and reputation.

26. Franklin has no adequate remedy at law to compensate it for all the damages that have been caused and will continue to be caused by Sharp's wrongful acts unless those acts cease immediately.

27. As a result, Franklin is entitled to an injunction, temporarily and permanently enjoining and restraining Sharp from directly or indirectly making, importing, selling or offering to sell the infringing products including the Sharp PW-E250 and PW-E550 products.

#### **PRAVERS FOR RELIEF**

WHEREFORE, Franklin Electronic Publishers Incorporated requests this Court to enter judgment in its favor and against each defendant awarding it the following relief:

1. Permanently enjoining Sharp, and its respective officers, agents, servants, employees, and any others acting in concert with Sharp from infringing the Patent in Suit;

2. Awarding Franklin damages resulting from the Sharp's acts of infringement and ordering Sharp to account for and pay to Franklin damages adequate to compensate Franklin for the infringement of its patent rights, including lost profits;

3. Ordering Sharp to deliver up for destruction all infringing products in its possession or under its control;

4. Awarding Franklin treble damages pursuant to 35 U.S.C. § 284 as a result of the Sharp's willful acts of infringement;

5. Declaring this case exceptional pursuant to 35 U.S.C. § 285 and awarding Franklin interest, costs, expenses and attorneys' fees; and

6. Granting Franklin such other relief as the Court deems just and proper.

**JURY DEMAND**

Franklin Electronic Publishers Incorporated hereby demands a trial by jury for all issues in this action.

Respectfully Submitted,  
**REED SMITH LLP**

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