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

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

SEIKO EPSON CORPORATION,
a Japan corporation; **EPSON AMERICA,**
INC., a California corporation; and **EPSON**
PORTLAND INC., an Oregon corporation,

Plaintiffs,

v.

GLORY SOUTH SOFTWARE
MANUFACTURING INC., a California
corporation; **BUTTERFLY PRINT**
IMAGE CORP. LTD; a Hong Kong
company; **INK LAB (H.K.) CO. LTD,** a
Hong Kong company; **NECTRON**
INTERNATIONAL, LTD., a Texas

Civil No. 06-236-BR

**CORRECTED FIRST AMENDED
COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

company; **MIPO INTERNATIONAL LTD.**, a Hong Kong company; **MIPO AMERICA, LTD.**, a Florida company; **NINE STAR IMAGE CO. LTD.**, a China company; **NINE STAR TECHNOLOGY COMPANY, LTD.**, a California company; **TOWN SKY INC.**, a California corporation; **ZHUHAI GREE MAGNETO-ELECTRIC CO. LTD.**, a China company; **MMC CONSUMABLES INC.**, a California company; **TULLY IMAGING SUPPLIES LTD.**, a Hong Kong company; **INKJETWAREHOUSE.COM INC.**, a Connecticut corporation; **WELLINK TRADING CO., LTD.**, a China company; **RIBBON TREE (MACAO) TRADING CO., LTD.**, a China company; **RIBBON TREE (USA) INC., dba CANA-PACIFIC RIBBONS INC.**, a Washington company; **APEX DISTRIBUTING INC.**, a Washington company; **ARTECH GMBH**, a German company; **INK TEC CO. LTD.**, a Korea company; **INK TEC AMERICA CORPORATION**, a Maryland company; **DATAPRODUCTS USA LLC**, a California limited liability corporation; **GERALD CHAMALES CORP., dba RHINOTEK COMPUTER PRODUCTS**, a California corporation; **MASTER INK CO., LTD.**, a Hong Kong company; **ACUJET U.S.A., INC.**, a California company; **RHINOTEK COMPUTER PRODUCTS, INC.**, a Delaware corporation,

Defendants.

Plaintiffs Seiko Epson Corporation, Epson America, Inc., and Epson Portland Inc., for their Complaint herein, allege as follows:

RELATED ACTIONS

1. This action is related to three pending legal proceedings. All defendants named herein are also respondents in a pending action before the United States International Trade Commission, Washington, D.C. (the “ITC”), *In the Matter of CERTAIN INK CARTRIDGES AND COMPONENTS THEREOF*, Investigation No. 337-TA-565 (the “ITC Action”). The claims for patent infringement set forth herein are substantially similar to those being adjudicated before the ITC.

2. This action is also related to the patent infringement action *Seiko Epson Corporation, et al. v. Armor, S.A., et al.*, U.S. District Court Case Civil No. 05-567-BR, which is currently pending before this Court.

3. This action is further related to the patent infringement action *Seiko Epson Corporation, et al. v. Glory South Software Manufacturing Inc., et al.*, U.S. District Court Case Civil No. 06-477-BR, which is currently pending before this Court.

THE PARTIES

4. Plaintiff Seiko Epson Corporation (“Seiko Epson”) is a corporation organized and existing under the laws of Japan. Its principal place of business is located at 3-3-5 Owa Suwa-Shi Nagano-Ken, 392-8502, Japan.

5. Plaintiff Epson America, Inc. (“Epson America”) is a corporation organized and existing under the laws of the State of California. Its principal place of business is located at 3840 Kilroy Airport Way, Long Beach, California 90806. As the North American sales, marketing and customer service affiliate of Seiko Epson, Epson America is the exclusive licensee of the Epson

Patents described below for distributing in the United States Epson ink cartridges that embody the inventions contained in the Epson Patents.

6. Plaintiff Epson Portland Inc. (“Epson Portland”) is a corporation organized and existing under the laws of the State of Oregon. Its principal place of business is located at 3950 NW Alcock Place, Hillsboro, Oregon 97124. Epson Portland is the exclusive licensee of the Epson Patents described below for manufacturing in the United States Epson ink cartridges that embody the inventions contained in the Epson Patents. (Seiko Epson, Epson America and Epson Portland are sometimes referred to collectively herein as “Epson” or “Plaintiffs.”)

7. Plaintiffs produce and sell ink cartridges utilizing Epson's patented technology and designs in the United States and in this judicial district.

8. Upon information and belief, defendant Glory South Software Manufacturing Inc. (“Glory South”) is a corporation organized and existing under the laws of California. Its principal place of business is located at 6481 Orangethorpe Ave., Suite 6, Buena Park, CA 90620.

9. Upon information and belief, defendant Butterfly Print Image Corp. Ltd. (“Butterfly”) is a company organized and existing under the laws of Hong Kong. Its principal place of business is located at Units 811-812, 8/F Park Sun Building, 103-107 Wo Yi Hop Road, Kwai Chung, N.T., Hong Kong.

10. Upon information and belief, defendant Ink Lab (H.K.) Co. Ltd. (“Ink Lab”) is a company organized and existing under the laws of Hong Kong. Its principal place of business is located at Flat A 11/F, Lucky Horse Industrial Building, 64 Tong Mi Road, Mongkok, Kowloon, Hong Kong.

11. Upon information and belief, defendant Nectron International, Ltd. (“Nectron”) is a company organized and existing under the laws of Texas. Its principal place of business is

located at 725 Park Two, Sugar Land, TX 77478.

12. Upon information and belief, defendant Mipo International Ltd. (“Mipo”) is a company organized and existing under the laws of Hong Kong. Its principal place of business is located at Flat B, 11F, Wong Tze Building, 71 Hoe Yuen Road, Kwun Tong, Kowloon, Hong Kong.

13. Upon information and belief, defendant Mipo America Ltd. (“Mipo America”) is a company organized and existing under the laws of the state of Florida. Its principal place of business is located at 3100 N.W. 72nd Avenue #106, Miami, Florida 33122.

14. Upon information and belief, defendant Nine Star Image Co. Ltd. (“Nine Star Image”) is a company organized and existing under the laws of China. Its principal place of business is located at No. 63 Mingzhubei Road, Xiangzhou District, Zhuhai, Guangdong, China 519075.

15. Upon information and belief, defendant Nine Star Technology Company Ltd. (“Nine Star Tech.”) is a company organized and existing under the laws of the state of California. Its principal place of business is located at 4620 Mission Boulevard, Montclair, California 91763.

16. Upon information and belief, defendant Town Sky Inc. (“Town Sky”) is a corporation organized and existing under the laws of the state of California. Its principal place of business is located at 5 South Linden Avenue, Suite 4, South San Francisco, California 94080.

17. Upon information and belief, defendant Zhuhai Gree Magneto – Electric Co. Ltd. (“Zhuhai Gree”) is a company organized and existing under the laws of China. Its principal place of business is located at No. 205, West Shi Hua Rd., Zhuhai City, Guangdong Province, China 519020.

18. Upon information and belief, defendant MMC Consumables Inc. (“MMC”) is a

company organized and existing under the laws of the state of California. Its principal place of business is located at 20456 Carrey Road, Walnut, CA 91789.

19. Upon information and belief, defendant Tully Imaging Supplies Ltd. (“Tully”) is a company organized and existing under the laws of Hong Kong. Its principal place of business is located at Room 902, 9/F, Island Place Tower, 510 King's Road, North Point, Hong Kong.

20. Upon information and belief, defendant Inkjetwarehouse.com Inc. (“Inkjetwarehouse”) is a corporation organized and existing under the laws of the state of Connecticut. Its principal place of business is located at 106 Powder Mill Road, P.O. Box 368, Canton, CT 06019.

21. Upon information and belief, defendant Wellink Trading Co., Ltd. (“Wellink”) is a corporation organized under the laws of China. Its principal place of business is located at Avn. Venceslau Morais S/N, 11-P, Edf. C. Ind., Keck Seng Building 2, Macao, China.

22. Upon information and belief, defendant Ribbon Tree (Macao) Trading Co., Ltd. (“Ribbon Tree Macao”) is a corporation organized under the laws of China. Its principal place of business is located at Avn. Venceslau Morais S/N, 11-P, Edf. C. Ind., Keck Seng Building 2, Macao, China.

23. Upon information and belief, defendant Ribbon Tree (USA) Inc., dba Cana-Pacific Ribbons Inc. (“Ribbon Tree USA”) is a corporation organized under the laws of Washington. Its principal place of business is located at 6920 Salashan Parkway, Unit D107, Ferndale, Washington.

24. On information and belief, defendant Apex Distributing Inc. (“Apex”) is a corporation organized under the laws of Washington. Its principal place of business located at 6920 Salashan Parkway, Unit D107, Ferndale, Washington.

25. Upon information and belief, defendant Artech GmbH (“Artech”) is a company organized and existing under the laws of Germany. Its principal place of business is located at Feldbachacker 10, D-44 149, Dorfmund, Germany.

26. Upon information and belief, defendant Ink Tec Co. Ltd. (“Ink Tec”) is a company organized and existing under the laws of Korea. Its principal place of business is located at 1124 Shingil-Dong Danwon-Gu, Ansan-City, Kyungki-Do, 425-839, Korea.

27. Upon information and belief, defendant Ink Tec America Corporation (“Ink Tec America”) is a company organized and existing under the laws of the state of Maryland. Its principal place of business is located at 7020 Troy Hill Drive, Suite H, Elkridge, MD 21075.

28. Upon information and belief, defendant Dataproducts USA LLC (“Dataproducts”) is a limited liability corporation organized and existing under the laws of the state of California. Its principal place of business is located at 2001 Anchor Court, Thousand Oaks, CA 91320.

29. Upon information and belief, defendant Gerald Chamales Corp., dba Rhinotek Computer Products (“Rhinotek”) is a corporation organized and existing under the laws of the state of California. Its principal place of business is located at 2301 E. Del Amo Blvd., Compton, CA 90220.

30. Upon information and belief, defendant Master Ink Co., Ltd. (“Master Ink”) is a corporation organized under the laws of Hong Kong. Its principal place of business located at 604 Po Lung Centre, 11 Wang Chiu Road, Kowloon Bay, Hong Kong.

31. Upon information and belief, defendant AcuJet is a California corporation. Its principal place of business located at 128 S. 6th Avenue, City of Industry, California.

32. Upon information and belief, defendant Rhinotek Computer Products, Inc. is a Delaware corporation (“RCPI”). Its principal place of business is located at 1200 19th Street,

N.W., Washington, DC 20033-2430.

33. For purposes of simplicity, the defendants listed in ¶¶ 8-32 are sometimes referred to collectively herein as “Defendants.”

JURISDICTION AND VENUE

34. This action arises under the patent laws of the United States, 35 U.S.C. § 271. This Court has jurisdiction over the action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

35. Venue is proper in this district under 28 U.S.C. §§ 1391(b)-(d) and 1400(b). Defendants have committed acts of infringement in this judicial district; defendants reside in this judicial district; and defendants Butterfly, Ink Lab, Mipo, Nine Star Image, Zhuhai Gree, Wellink, Ribbon Tree (Macao), Tully, Artech, Ink Tec and Master Ink are alien companies.

CLAIM FOR RELIEF **(Patent Infringement—35 U.S.C. § 271)**

36. Epson incorporates by reference each and every allegation contained in Paragraphs 1 through 35 as though fully set forth at length.

37. Epson owns all right, title, and interest in, including the right to sue thereon and the right to recover for infringement thereof, United States Patent No. 5,615,957 (the “957 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on April 1, 1997; United States Patent No. 5,622,439 (the “439 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on April 22, 1997; United States Patent No. 5,158,377 (the “377 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on October 27, 1992; United States Patent No. 5,221,148 (the “148 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on June 22, 1993;

United States Patent No. 5,156,472 (the “472 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on October 20, 1992; United States Patent No. 5,488,401 (the “401 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on January 30, 1996; United States Patent No. 6,502,917 (the “917 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on January 7, 2003; United States Patent No. 6,550,902 (the “902 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on April 22, 2003; United States Patent No. 6,955,422 (the “422 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on October 18, 2005; United States Patent No. 6,193,364 (the “364 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on February 27, 2001; United States Patent No. 6,550,901 (the “901 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on April 22, 2003; United States Patent No. 6,916,089 (the “089 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on July 12, 2005; and United States Patent No. 6,948,804 (the “804 patent”), which was duly and legally issued to Seiko Epson by the United States Patent and Trademark Office on September 27, 2005. The '957, '439, '377, '148, '472, '401, '917, '902, '422, '364, '901, '089 and '804 patents (collectively, the “Epson Patents”) all relate generally to ink cartridges for printers.

38. On information and belief, Defendants have infringed and are infringing the Epson Patents by making, using, importing, offering to sell, and selling in this judicial district and elsewhere the inventions defined by numerous claims of these patents, including cartridges made in Asia and Europe. Specifically, the individual defendants have infringed and are infringing at

least the following Epson Patents (and further investigation and discovery may reveal infringement of other Epson Patents):

- a. Defendant Glory South has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.
- b. Defendant Butterfly has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.
- c. Defendant Ink Lab has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.
- d. Defendant Nectron has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.
- e. Defendant Mipo has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902, '422, '364, '901, '089 and '804 patents.
- f. Defendant Mipo America has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902, '422, '364, '901, '089 and '804 patents.
- g. Defendant Nine Star Image has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902, '422, '364, '901, '089 and '804 patents.
- h. Defendant Nine Star Tech. has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902, '422, '364, '901, '089 and '804 patents.
- i. Defendant Town Sky has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902, '422, '364, '901, '089 and '804 patents.
- j. Defendant Zhuhai Gree has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.
- k. Defendant MMC has infringed and is infringing the '957, '439, '472, '377,

'148, '401, '917, '902 and '422 patents.

l. Defendant Tully has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.

m. Defendant Inkjetwarehouse has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.

n. Defendant Wellink has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902, '422, '364, '901, '089 and '804 patents.

o. Defendant Ribbon Tree Macao has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902, '422, '364, '901, '089 and '804 patents.

p. Defendant Ribbon Tree USA has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902, '422, '364, '901, '089 and '804 patents.

q. Defendant Apex has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902, '422, '364, '901, '089 and '804 patents.

r. Defendant Artech has infringed and is infringing the '422 patent. (Artech also infringes the '957, '439, '377, '148, '472, '917 and '902 patents. However, Plaintiffs have already asserted infringement of those patents against Artech in the related patent infringement action *Seiko Epson Corporation, et al. v. Armor, S.A., et al.*, U.S. District Court Case Civil No. 05-567-BR, which is currently pending before this Court. Accordingly, those patents are not part of this Complaint as applied to Artech.)

s. Defendant Ink Tec has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.

t. Defendant Ink Tec America has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.

u. Defendant Dataproducts has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.

v. Defendant Rhinotek has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.

w. Defendant Master Ink has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.

x. Defendant AcuJet has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.

y. Defendant RCPI has infringed and is infringing the '957, '439, '472, '377, '148, '401, '917, '902 and '422 patents.

39. On information and belief, Defendants are aiding and abetting and actively inducing infringement of the Epson Patents by co-defendants and non-parties.

40. On information and belief, Defendants are importing into the United States, offering to sell, selling and using products made by a process/method that infringes claims of the Epson Patents.

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

42. Defendants' acts complained of herein have damaged and will continue to damage Epson irreparably. Epson has no adequate remedy at law for these wrongs and injuries. Epson is therefore entitled to a preliminary and permanent injunction restraining and enjoining Defendants and their agents, servants, and employees, and all persons acting thereunder, in concert with, or on their behalf, from infringing the claims of the Epson Patents.

43. Defendants are not licensed or otherwise authorized to make, use, import, sell, or

offer to sell any ink cartridge or process/method claimed in the Epson Patents, and Defendants' conduct is, in every instance, without Epson's consent.

44. Upon information and belief, Defendants' infringement has been and continues to be willful.

PRAYER FOR RELIEF

WHEREFORE, Epson prays judgment against Defendants as follows:

- A. That the Epson Patents are valid and enforceable;
- B. That Defendants have infringed and are infringing the Epson Patents;
- C. That such infringement is willful;
- D. That Defendants and their subsidiaries, affiliates, parents, successors, assigns, officers, agents, representatives, servants, and employees, and all persons in active concert or participation with them, be preliminarily and permanently enjoined from continued infringement of the Epson Patents;
- E. That Defendants be ordered to pay Epson its damages caused by Defendants' infringement of the Epson Patents and that such damages be trebled, together with interest thereon;
- F. That this case be declared exceptional pursuant to 35 U.S.C. §285 and that Epson be awarded its reasonable attorneys' fees and costs; and
- G. That Epson have such other and further relief as the Court deems just and proper.

JURY TRIAL DEMAND

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

DATED: nunc pro tunc February 1, 2007 SCHWABE, WILLIAMSON & WYATT, P.C.

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