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SHARP CORPORATION

7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **SAN FRANCISCO DIVISION**

11 SHARP CORPORATION,
12 a.k.a. SHARP KABUSHIKI KAISHA,
13 Plaintiff,

14 vs.

15 AU OPTRONICS CORPORATION, AU
16 OPTRONICS CORPORATION AMERICA,
VIEWSONIC CORPORATION, BENQ INC.,
17 BENQ AMERICA, ENVISION
PERIPHERALS INC. d/b/a AOC MONITORS,
18 PROVIEW TECHNOLOGY, INC., SCEPTRE
TECHNOLOGIES, INC., ACER,
19 INCORPORATED and ACER AMERICA
CORPORATION

20 Defendants.

21 AU OPTRONICS CORPORATION and AU
22 OPTRONICS CORPORATION AMERICA,

23 Counterclaim Plaintiffs,

24 vs.

25 SHARP CORPORATION,

26 Counterclaim Defendant.

Civil Action No. C03-04244 WHA

PLAINTIFF-COUNTERCLAIM
DEFENDANT SHARP CORPORATION'S
FIRST AMENDED COMPLAINT

1 Plaintiff SHARP CORPORATION, a.k.a. SHARP KABUSHIKI KAISHA (“Sharp”)
2 alleges as follows:

3 **THE PARTIES**

4 1. Plaintiff Sharp is a corporation existing under the laws of Japan, with a principal
5 place of business located at 22-22 Nagaike-cho, Abeno-ku, Osaka, Japan 545-8522.

6 2. On information and belief, defendant AU OPTRONICS CORPORATION (“AU”)
7 is a corporation existing under the laws of Taiwan. On information and belief, AU’s corporate
8 headquarters are located at No. 1, Li-Hsin Road 2, Science-Based Industrial Park, Hsinchu 300,
9 Taiwan, R.O.C. AU makes, imports into the United States, offers for sale, sells and/or uses in the
10 United States liquid crystal display (“LCD”) modules.

11 3. On information and belief, defendant AU OPTRONICS CORPORATION
12 AMERICA (“AU America”) is a corporation existing under the laws of California, with a
13 principal place of business located at 1450 Birchmeadow Lane, San Jose, California 95181. On
14 information and belief, AU America makes, imports into the United States, offers for sale, sells
15 and/or uses in the United States AU’s LCD modules.

16 4. On information and belief, defendant VIEWSONIC CORPORATION
17 (“ViewSonic”) is a corporation existing under the laws of Delaware, with a principal place of
18 business located at 381 Brea Canyon, Walnut, California 91789. ViewSonic makes, imports into
19 the United States, offers for sale, sells and/or uses in the United States computer hardware
20 products, including monitors. ViewSonic makes, imports into the United States, and/or sells in the
21 United States monitors that incorporate AU’s LCD modules.

22 5. On information and belief, defendant BENQ CORPORATION (“BenQ”) is a
23 corporation existing under the laws of Taiwan. On information and belief BenQ’s corporate
24 headquarters is at 157 Shan-Ying Road, Gueishan, Taoyuan 333, Taiwan, R.O.C. BenQ makes,
25 imports into the United States, offers for sale, sells and/or uses in the United States computer
26 hardware products, including monitors. BenQ makes, imports into the United States, offers for
27 sale, sells and/or uses in the United States monitors that incorporate AU’s LCD modules.

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1 6. On information and belief, defendant BENQ AMERICA CORPORATION (“BenQ
2 America”) is a corporation existing under the laws of California, with a principal place of business
3 located at 20480 East Business Parkway, City of Industry, California 91789. BenQ America
4 makes, imports into the United States, offers for sale, sells and/or uses in the United States
5 computer hardware products, including monitors. BenQ America makes, imports into the United
6 States, offers for sale, sells and/or uses in the United States monitors that incorporate AU’s LCD
7 modules.

8 7. On information and belief, defendant ENVISION PERIPHERALS, INC. d/b/a
9 AOC MONITORS (“AOC”) is a corporation existing under the laws of California, with a
10 principal place of business located at 47490 Seabridge Drive, Fremont, California 94538. AOC
11 makes, imports into the United States, offers for sale, sells and/or uses in the United States
12 computer hardware products, including monitors. AOC makes, imports into the United States,
13 offers for sale, sells and/or uses in the United States monitors that incorporate AU’s LCD modules.

14 8. On information and belief, defendant PROVIEW TECHNOLOGY, INC.
15 (“Proview”) is a corporation existing under the laws of California, with a principal place of
16 business located at 801 Sentous Street, City of Industry, California 91748. Proview makes,
17 imports into the United States, offers for sale, sells and/or uses in the United States computer
18 hardware products, including monitors. Proview makes, imports into the United States, offers for
19 sale, sells and/or uses in the United States monitors that incorporate AU’s LCD modules.

20 9. On information and belief, defendant SCEPTRE TECHNOLOGIES, INC.
21 (“Sceptre”) is a corporation existing under the laws of California, with a principal place of
22 business located at 16800 East Gale Avenue, City of Industry, California 91748. Sceptre makes,
23 imports into the United States, offers for sale, sells and/or uses in the United States computer
24 hardware products, including monitors. Sceptre makes, imports into the United States, offers for
25 sale, sells and/or uses in the United States monitors that incorporate AU’s LCD modules.

26 10. On information and belief, defendant ACER INC. (“Acer”) is a corporation
27 existing under the laws of Taiwan, with a principal place of business located at 8F, 88, Sec. 1,
28 Hsin Tai Wu Rd., Hsichih, Taipei, Hsien 221, Taiwan, R.O.C. Acer makes, imports into the

1 United States, offers for sale, sells and/or uses in the United States computer hardware products,
2 including notebook personal computers. Acer makes, imports into the United States, offers for
3 sale, sells and/or uses in the United States notebook personal computers that incorporate AU's
4 LCD modules.

5 11. On information and belief, defendant ACER AMERICA CORPORATION ("Acer
6 America") is a corporation existing under the laws of California, with a principal place of business
7 located at 2641 Orchard Parkway San Jose, California 95134. Acer America makes, imports into
8 the United States, offers for sale, sells and/or uses in the United States computer hardware
9 products, including notebook personal computers. Acer America makes, imports into the United
10 States, offers for sale, sells and/or uses in the United States notebook personal computers that
11 incorporate AU's LCD modules.

12 JURISDICTION

13 12. This is an action for patent infringement arising under 35 U.S.C. § 1, *et seq.*

14 13. This Court has subject matter jurisdiction over this matter based on 28 U.S.C.
15 §§ 1338(a) and 1331.

16 14. On information and belief, AU imports into the United States, solicits sales and
17 sells its LCD modules in the United States, including within the Northern District of California.
18 AU has purposefully availed itself of jurisdiction by committing and continuing to commit acts of
19 patent infringement in this Judicial District, the State of California, and elsewhere in the United
20 States.

21 15. On information and belief, AU America imports into the United States, solicits
22 sales and sells AU's LCD modules in the United States, including within the Northern District of
23 California. AU America has purposefully availed itself of jurisdiction by committing and
24 continuing to commit acts of patent infringement in this Judicial District, the State of California,
25 and elsewhere in the United States.

26 16. On information and belief, ViewSonic imports into the United States, solicits sales
27 and sells products, including its monitors, in the United States, including within the Northern
28 District of California. ViewSonic has purposefully availed itself of jurisdiction by committing and

1 continuing to commit acts of patent infringement in this Judicial District, the State of California,
2 and elsewhere in the United States.

3 17. On information and belief, BenQ imports into the United States, solicits sales and
4 sells products, including its monitors, in the United States, including within the Northern District
5 of California. BenQ has purposefully availed itself of jurisdiction by committing and continuing to
6 commit acts of patent infringement in this Judicial District, the State of California, and elsewhere
7 in the United States.

8 18. On information and belief, BenQ America imports into the United States, solicits
9 sales and sells products, including its monitors, in the United States, including within the Northern
10 District of California. BenQ America has purposefully availed itself of jurisdiction by committing
11 and continuing to commit acts of patent infringement in this Judicial District, the State of
12 California, and elsewhere in the United States.

13 19. On information and belief, AOC imports into the United States, solicits sales and
14 sells products, including its monitors, in the United States, including within the Northern District
15 of California. AOC has purposefully availed itself of jurisdiction by committing and continuing to
16 commit acts of patent infringement in this Judicial District, the State of California, and elsewhere
17 in the United States.

18 20. On information and belief, Proview imports into the United States, solicits sales
19 and sells products, including its monitors, in the United States, including within the Northern
20 District of California. Proview has purposefully availed itself of jurisdiction by committing and
21 continuing to commit acts of patent infringement in this Judicial District, the State of California,
22 and elsewhere in the United States.

23 21. On information and belief, Sceptre imports into the United States, solicits sales and
24 sells products, including its monitors, in the United States, including within the Northern District
25 of California. Sceptre has purposefully availed itself of jurisdiction by committing and continuing
26 to commit acts of patent infringement in this Judicial District, the State of California, and
27 elsewhere in the United States.

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1 offering for sale, and/or selling in the United States AU's LCD modules and products and systems
2 containing such LCD modules covered by one or more claims of the '383 patent.

3 38. On information and belief, Defendants' infringement of the '383 patent has been
4 and continues to be deliberate and willful, and such infringement will continue unless Defendants
5 are preliminarily and permanently enjoined by this Court.

6 39. As a consequence of Defendants' infringement complained of herein, Sharp has
7 been damaged and will continue to sustain damages by such acts in an amount to be determined at
8 trial and will continue to suffer irreparable loss and injury.

9 **Second Claim For Relief**

10 **INFRINGEMENT OF U.S. PATENT NO. 5,028,122**

11 40. Sharp incorporates by this reference paragraphs 1 through 35 above, as though
12 fully set forth herein.

13 41. On information and belief, Defendants have directly infringed, contributorily
14 infringed, and/or actively induced infringement of the '122 patent by making, using, importing,
15 offering for sale, and/or selling in the United States AU's LCD modules and products and systems
16 containing such LCD modules covered by one or more claims of the '122 patent.

17 42. On information and belief, Defendants' infringement of the '122 patent has been
18 and continues to be deliberate and willful, and such infringement will continue unless Defendants
19 are preliminarily and permanently enjoined by this Court.

20 43. As a consequence of Defendants' infringement complained of herein, Sharp has
21 been damaged and will continue to sustain damages by such acts in an amount to be determined at
22 trial and will continue to suffer irreparable loss and injury.

23 **Third Claim For Relief**

24 **INFRINGEMENT OF U.S. PATENT NO. 5,280,372**

25 44. Sharp incorporates by this reference paragraphs 1 through 35 above, as though
26 fully set forth herein.

27 45. On information and belief, AU, AU America, Viewsonic, BenQ, BenQ America,
28 AOC, Proview, and Sceptre, have directly infringed, contributorily infringed, and/or actively

1 induced infringement of the '372 patent by making, using, importing, offering for sale, and/or
2 selling in the United States AU's LCD modules and products and systems containing such LCD
3 modules covered by one or more claims of the '372 patent.

4 46. On information and belief, infringement of the '372 patent by AU, AU America,
5 Viewsonic, BenQ, BenQ America, AOC, Proview, and Sceptre has been and continues to be
6 deliberate and willful, and such infringement will continue unless Defendants are preliminarily
7 and permanently enjoined by this Court.

8 47. As a consequence of the infringement complained of herein, Sharp has been
9 damaged and will continue to sustain damages by such acts in an amount to be determined at trial
10 and will continue to suffer irreparable loss and injury.

11 **Fourth Claim For Relief**

12 **INFRINGEMENT OF U.S. PATENT NO. 5,335,102**

13 48. Sharp incorporates by this reference paragraphs 1 through 35 above, as
14 though fully set forth herein.

15 49. On information and belief, Defendants have directly infringed, contributorily
16 infringed, and/or actively induced infringement of the '102 patent by making, using, importing,
17 offering for sale, and/or selling in the United States AU's LCD modules and products and systems
18 containing such LCD modules covered by one or more claims of the '102 patent.

19 50. On information and belief, infringement of the '102 patent by Defendants has been
20 and continues to be deliberate and willful, and such infringement will continue unless Defendants
21 are preliminarily and permanently enjoined by this Court.

22 51. As a consequence of the infringement complained of herein, Sharp has been
23 damaged and will continue to sustain damages by such acts in an amount to be determined at trial
24 and will continue to suffer irreparable loss and injury.

25 **Fifth Claim For Relief**

26 **INFRINGEMENT OF U.S. PATENT NO. 5,729,310**

27 52. Sharp incorporates by this reference paragraphs 1 through 35 above, as though
28 fully set forth herein.

1 (4) Pursuant to 35 U.S.C. § 284, an award increasing damages up to three times the
2 amount found or assessed for infringement of the '383, '122, '372, '102 and '310 patents by
3 Defendants due to the willful and deliberate nature of the infringement;

4 (5) Pursuant to 35 U.S.C. § 285, a determination that this is an exceptional case and an
5 assessment of reasonable attorneys' fees; and

6 (6) Such other and further relief as the Court deems equitable and just.

7 Dated: February 13, 2004.

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