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8 Attorneys for Plaintiff
9 GrafTech International Holdings Inc.

FILED
2008 DEC 12 PM 3:55
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

SAC V08-1412 DOC

(RNBx)

12 GRAFTECH INTERNATIONAL
13 HOLDINGS INC.,

14 Plaintiff,

15 vs.

16 JTPROFOUND TECHNOLOGY CO.,
17 LTD. and JING-WEN TZENG,

18 Defendants.

Case No.:

COMPLAINT

DEMAND FOR JURY TRIAL

19 COMPLAINT

20 GrafTech International Holdings Inc. ("GTI") files this complaint for
21 infringement of U.S. Patent No. 7,166,912; inducement of infringement of U.S. Patent
22 Nos. 6,482,520; 6,982,874; 7,166,912; 7,276,273; and 7,292,441 (collectively, "the GTI
23 patents"); and engaging in deceptive trade practices and other acts of unfair competition,
24 against JTProfound Technology Co., Ltd. ("JTP") and Jing-Wen Tzeng ("Tzeng"); and
25 breach of contract against Tzeng. This Court has jurisdiction over this action in
26 accordance with the provisions of 28 U.S.C. §§ 1331, 1332, and 1338.

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THE PARTIES

1. GTI is a Delaware corporation having its principle place of business at 12900 Snow Road, Parma, Ohio 44130.
2. Upon information and belief, JTP is a corporation having its principal place of business at 8 Capistrano, Irvine, California 92602.
3. Upon information and belief, Tzeng is an individual residing at 8 Capistrano, Irvine, California 92602.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action in accordance with the provisions of 28 U.S.C. §§ 1331, 1332, and 1338.
5. The Court has personal jurisdiction over JTP because JTP maintains a regular and established place of business in this District.
6. The Court has personal jurisdiction over Tzeng because Tzeng maintains a residence in this District.
7. Venue is proper in this District because JTP and Tzeng reside in this District. 28 U.S.C. § 1391(b).

BACKGROUND

8. One of the principal limiting factors in making electronic devices smaller and faster is heat management. The ability to effectively dissipate heat from heat-generating components without harming adjacent components is critical to the development of ever-smaller devices like cell phones, laptop computers, etc. GTI pioneered the use of sheets of compressed particles of exfoliated graphite to solve this problem and created the market for the use of this material for electronic thermal management. The GTI sheets are thermally anisotropic; that is, heat conduction in the in-plane direction (i.e., along the length and width of the sheet) is many times greater than heat conduction in the through-plane direction. In fact, the GTI graphite sheets can

1 be produced so as to be at least as thermally conductive as copper along their plane
2 while acting as a heat shield in the through-plane direction (which a metal like copper or
3 aluminum cannot), at a fraction of the weight of copper. By using the GTI graphite
4 materials in place of a metal like copper or aluminum, exceptional heat is dissipated and
5 adjacent components are shielded from that heat at the same time. As such, thin, high
6 functionality 3G cells phones such as the Apple iPhone 3G cell phone, and others from
7 Motorola, Nokia, Sony Ericsson, and Kyocera are possible; thinner, brighter and lighter-
8 weight plasma, LCD and OLED televisions and public information displays are
9 available from Samsung Display Inc., Sony, Sharp, and Samsung Electronics; and thin,
10 lightweight laptops are available from Apple, Sony, Panasonic, Dell and others.

11
12 **COUNT I**

13 **PATENT INFRINGEMENT**

14 9. GTI repeats and realleges the allegations contained in Paragraphs 1-8 of the
15 complaint as if set forth fully herein.

16 10. GTI is the owner of U.S. Patent No. 7,166,912 (“the ‘912 patent”), validly
17 issued by the United States Patent and Trademark Office on January 23, 2007.

18 11. The ‘912 patent discloses and claims a thermal interface material
19 comprising a sheet of compressed particles of exfoliated graphite, the sheet having two
20 major surfaces and at least one edge surface, the major surfaces and at least one edge
21 surface being coated with a protective coating sufficient to inhibit flaking of the
22 particles of graphite.

23 12. One or more products made, used, sold, and/or offered for sale by JTP and
24 Tzeng directly infringes one or more claims of each of the ‘912 patent pursuant to 35
25 U.S.C. § 271(a).

26 13. More specifically, JTP and Tzeng have sold or offered for sale to Apple
27 Inc., or one or more of its subsidiaries or contract manufacturers, a product which
28 comprises a sheet of compressed particles of exfoliated graphite, the sheet having two

1 major surfaces and at least one edge surface, the major surfaces and at least one edge
2 surface being coated with a protective coating sufficient to inhibit flaking of the
3 particles of graphite, for use as a thermal material in the Apple iPhone 3G cell phone.

4 14. The infringement by JTP and Tzeng has caused and will continue to cause
5 both compensable and irreparable damage to GTI.

6 15. Because of this infringement, GTI is entitled to the greater of the lost
7 profits of GTI and/or a reasonable royalty based upon JTP's and Tzeng's sales, and a
8 preliminary injunction and permanent injunction prohibiting JTP and Tzeng from
9 making, using, selling, or offering to sell the infringing products.

10 16. Upon information and belief, the infringement of the '912 patent has been
11 willful.

12
13 **COUNT II**

14 **INDUCMENT OF PATENT INFRINGEMENT**

15 17. GTI repeats and realleges the allegations contained in Paragraphs 1-16 of
16 the complaint as if set forth fully herein.

17 18. GTI is the owner of U.S. Patent No. 6,482,520 ("the '520 patent"), validly
18 issued by the United States Patent and Trademark Office on November 19, 2002.

19 19. On July 20, 2005, a third party request for reexamination of the '520 patent
20 was filed, citing prior art not previously considered by the U.S. Patent and Trademark
21 Office and asserting that a substantial new question of patentability of the '520 patent
22 existed. After consideration of the newly cited prior art and the arguments proffered by
23 the third party requestor, the United States Patent and Trademark Office issued a
24 Certificate of Reexamination affirming the patentability of the claims of the '520 patent
25 (as amended) on October 24, 2007.

26 20. On July 24, 2007, a second third party request for reexamination of the
27 '520 patent was filed, again citing prior art not previously considered by the U.S. Patent
28 and Trademark Office and asserting that a substantial new question of patentability of

1 the '520 patent existed. After consideration of the newly cited prior art and the
2 arguments proffered by the third party requestor, the United States Patent and
3 Trademark Office has issued a Notice of Intent to Issue a Certificate of Reexamination
4 affirming the patentability of the claims of the '520 patent (as amended) on November
5 10, 2008 (the Certificate of Reexamination has not yet been issued).

6 21. The '520 patent discloses and claims (as amended during the
7 aforementioned reexaminations) a thermal management system comprising a heat
8 source having an external surface and an anisotropic flexible graphite sheet formed of
9 compressed particles of exfoliated natural graphite and having a planar area greater than
10 the area of the external surface of the heat source, the flexible graphite sheet having first
11 and second major planar surfaces and having axes of higher thermal conductivity
12 parallel to said major planar surfaces wherein the ratio of thermal conductivity of the
13 flexible graphite sheet parallel to said major planar surfaces to the thermal conductivity
14 of the flexible graphite sheet transverse to said major planar surfaces is at least about 20,
15 one of said major planar surfaces being in operative contact with the heat source.

16 22. GTI is the owner of U.S. Patent No. 6,982,874 ("the '874 patent") validly
17 issued by the United States Patent and Trademark Office on January 3, 2006.

18 23. The '874 patent discloses and claims a thermal dissipation and shielding
19 system for an electronic device, comprising an electronic device comprising a first
20 component which comprises a heat source, wherein the first component transmits heat
21 to an external surface or a second component of the electronic device; a thermal solution
22 comprising two major surfaces, the thermal solution positioned such that one of its
23 major surfaces is in operative contact with the first component such that it is interposed
24 between the first component and the external surface or the second component of the
25 electronic device, wherein the thermal solution comprises at least one sheet of
26 compressed particles of exfoliated graphite which thermally shields the external surface
27 or the second component of the electronic device from heat generated by the first
28 component.

1 24. As noted, GTI is the owner of U.S. Patent No. 7,166,912 (“the ‘912
2 patent”), validly issued by the United States Patent and Trademark Office on January
3 23, 2007.

4 25. The ‘912 patent discloses and claims an electronic device comprising (a) an
5 electronic component; and (b) a thermal interface comprising a sheet of compressed
6 particles of exfoliated graphite having two major surfaces, one of the major surfaces
7 being in contact with the electronic component and the other of the major surfaces
8 coated with a protective coating sufficient to inhibit flaking of the particles of graphite.

9 26. GTI is the owner of U.S. Patent No. 7,276,273 (“the ‘273 patent”), validly
10 issued by the United States Patent and Trademark Office on October 2, 2007.

11 27. The ‘273 patent discloses and claims a display device, comprising a liquid
12 crystal display device which comprises a plurality of heat sources; and a heat spreader
13 which comprises at least one sheet of compressed particles of exfoliated graphite having
14 two major surfaces, the heat spreader having a surface area greater than the surface area
15 of that part of the back surface of the display device where a localized region of higher
16 temperature is generated, wherein substantially all of one of the major surfaces of the
17 heat spreader is in thermal contact with the liquid crystal display device and further
18 wherein the heat spreader itself reduces the temperature difference between locations on
19 the display device.

20 28. GTI is the owner of U.S. Patent No. 7,292,441 (“the ‘441 patent”), validly
21 issued by the United States Patent and Trademark Office on November 6, 2007.

22 29. The ‘441 patent discloses and claims a thermal dissipation and shielding
23 system for a cell phone, comprising a cell phone comprising a first component which
24 comprises a heat source and a second component to which the first component transmits
25 heat; a thermal solution interposed between the first component and the second
26 component, wherein the thermal solution comprises at least one sheet of compressed
27 particles of exfoliated graphite which thermally shields the second component from heat
28 generated by the first component.

1 30. The Apple iPhone 3G cell phone, having one or more products made, used,
2 sold, and/or offered for sale by JTP and Tzeng to Apple, Inc. as described above,
3 directly infringes one or more claims of each of the '520 patent, the '874 patent, the
4 '912 patent, the '273 patent and the '441 patent.

5 31. JTP and Tzeng have actively and knowingly induced the infringement of
6 the '520 patent, the '874 patent, the '912 patent, the '273 patent and the '441 patent and
7 have possessed the specific intent to encourage Apple, Inc. to infringe each of the
8 foregoing patents, thus constituting infringement pursuant to 35 U.S.C. § 271(b).

9 32. JTP's and Tzeng's inducement of infringement has caused and will
10 continue to cause both compensable and irreparable damage to GTI.

11 33. Because of JTP's and Tzeng's inducement of infringement, GTI is entitled
12 to the greater of GTI's lost profits and/or a reasonable royalty based upon JTP's and
13 Tzeng's sales, and a preliminary injunction and permanent injunction prohibiting JTP
14 and Tzeng from making, using, selling, or offering to sell the products which create
15 infringement.

16
17 **COUNT III**

18 **UNFAIR COMPETITION**

19 34. GTI repeats and realleges the allegations contained in Paragraphs 1-33 of
20 the complaint as if set forth fully herein.

21 35. On information and belief, JTP and Tzeng, by themselves and acting in
22 concert with SGL Carbon AG ("SGL") or one or more of its subsidiaries, by and
23 through SGL's employee Thomas Burkett, have knowingly misrepresented the nature,
24 characteristics and qualities of GTI's goods and commercial activities.

25 36. More specifically, on information and belief, JTP and Tzeng, acting in
26 concert with SGL and Mr. Burkett, have represented to existing and potential customers
27 of GTI that one or more of the GTI patents are not valid and that such patent(s) would
28 be invalidated by the U.S. Patent and Trademark Office by the end of 2008, in order to

1 sell infringing materials to such existing and potential customers, and to induce and
2 attempt to induce such existing and potential customers to infringe one or more of the
3 GTI patents.

4 37. The foregoing representation is demonstrably false and misleading and has
5 damaged GTI; JTP and Tzeng are liable to GTI for such damage pursuant to 15 U.S.C. §
6 1125(a).

7
8 **COUNT IV**

9 **UNFAIR COMPETITION**

10 38. GTI repeats and realleges the allegations contained in Paragraphs 1-37 of
11 the complaint as if set forth fully herein.

12 39. The false and misleading representations made by JTP and Tzeng, acting in
13 concert with SGL and Mr. Burkett, constitute unfair competition under the California
14 Unfair Trade Practices Act (Cal. Bus. & Prof. Code § 17000 *et seq.*), for which JTP and
15 Tzeng are liable to GTI for restitution and damages suffered by GTI.

16
17 **COUNT V**

18 **BREACH OF CONTRACT**

19 40. GTI repeats and realleges the allegations contained in Paragraphs 1-39 of
20 the complaint as if set forth fully herein.

21 41. On March 18, 1996, Tzeng executed a Memorandum of Employee's
22 Agreement with UCAR Carbon Company Inc. ("the Tzeng Agreement")(Exhibit A
23 hereto). UCAR Carbon Company Inc. subsequently changed its name to GrafTech
24 International Holdings Inc.

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1 42. The Tzeng Agreement obligates Tzeng to, *inter alia*, “execute all
2 appropriate papers or documents and otherwise provide proper assistance to enable the
3 Company [*i.e.*, GTI] (i) to perfect its full legal right, title and interest in and to [such
4 Subject] Inventions and Developments and (ii) to secure, maintain, enforce and defend
5 its patents ... in any and all countries.” Tzeng Agreement, paragraph 3.

6 43. GTI has attempted to procure Tzeng’s cooperation to secure its patents in
7 the United States on more than one occasion, by sending correspondence to Tzeng’s
8 Irvine California address, as well as an address it had for Tzeng in Taiwan and two then-
9 current e-mail addresses for Tzeng.

10 44. Tzeng has declined to respond to any of the attempts to secure his
11 cooperation.

12 45. Because of Tzeng’s refusal to cooperate in executing appropriate
13 documents and assisting GTI accordance with the terms of the Tzeng Agreement, GTI
14 has been damaged by having been subjected to, *inter alia*, increased legal fees in
15 proceeding without his execution of required documents, for which Tzeng is liable.

16
17 WHEREFORE, GTI prays:

18 a. For an injunction prohibiting JTP and Tzeng and their subsidiaries, agents,
19 employees and those acting in concert with them, from directly infringing the ‘912
20 patent or making, using, selling or offering for sale any product, material or article
21 which, when incorporated into an electronic device, infringes any of the ‘520 patent, the
22 ‘874 patent, the ‘912 patent, the ‘273 patent or the ‘441 patent;

23 b. For an order directing that all materials which are in the possession,
24 custody, or control of JTP and Tzeng and their subsidiaries, agents, employees and
25 those acting in concert with them which infringe the ‘912 patent or, when incorporated
26 into an electronic device, infringe any of the ‘520 patent, the ‘874 patent, the ‘912
27 patent, the ‘273 patent or the ‘441 patent, be delivered to the Court for impoundment
28 during the pendency of this action;

- 1 c. For restitution and an award of GTI's damages;
- 2 d. For an award of treble damages due to JTP's and Tzeng's willful violation
- 3 of GTI's rights;
- 4 e. For an assessment of costs and an award of GTI's reasonable attorney fees
- 5 in prosecuting this action against JTP and Tzeng; and
- 6 f. For such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

9 Claimant demands a jury to determine all issues of fact.

12 Dated: December 12, 2008

Respectfully submitted

13 WALLER LANSDEN DORTCH & DAVIS, LLP

15 By: _____



16 Steven A. Browne
17 Attorneys for Plaintiff
18 GrafTech International Holdings Inc.

EXHIBIT A

**UCAR CARBON COMPANY INC.
MEMORANDUM OF EMPLOYEE'S AGREEMENT**

Employee # 10172

In consideration of my employment or the continuation of my employment by UCAR Carbon Company Inc., its affiliates, subsidiaries and sister companies, or their successors (individually and collectively referred to as "Company") and of the compensation and benefits of such employment in a capacity which may give me access to secret or confidential business or technical information or trade secrets possessed or acquired by the Company, I agree:

1. To keep secret and confidential and neither use nor disclose, orally or in writing or in any other way, either during or subsequent to my employment, any secret or confidential business or technical information or trade secrets possessed or acquired by the Company, including any owned or controlled by the Company and any owned or controlled by others which has been received in confidence and is held by the Company, except as required in my employment with, or authorized in writing by, the Company;

Examples of things which may be of a secret or confidential nature or may contain secret or confidential business or technical information and trade secrets are listed here for your guidance but without limitation: ideas, inventions, drawings, laboratory notebooks, technical reports, plant manuals, memoranda, formulas, compositions, product formulations, processes, specifications, test data, sales and production data, customer lists, computer programs, business plans and financial information of the Company.

2. To promptly disclose and to assign, and hereby do assign, to my employer hereunder at the time, or its nominee, all ideas, inventions, discoveries, technical information and know-how, and all other creative works created, made, developed, invented, discovered or conceived by me, alone or with others, in the course or as a result of such employment or tasks assigned me by the Company (individually and collectively referred to as "Subject Inventions and Development");
3. To execute all appropriate papers or documents and otherwise provide proper assistance to enable the Company (i) to perfect its full legal right, title and interest in and to such Subject Inventions and Developments and (ii) to secure, maintain, enforce and defend its patents, trademarks, copyrights and any other legal protection available for such Subject Inventions and Developments in any and all countries;
4. To neither disclose nor utilize in my work for the Company any secret or confidential information or trade secrets of others (including prior employers) without proper authorization; and
5. To deliver to the Company upon and at the time of termination of my employment, all written and other materials which contain secret or confidential business or technical information or trade secrets held by the Company and all other documents and materials which are the property of the Company, including those which are generated by me during the course of my employment, which are in my possession, and not to remove or take with me any such materials and documents.

This Memorandum of Employee's Agreement shall continue in effect for the duration of my employment with the Company, including employment at any location to which I may be transferred, either in the United States or in a foreign country, or vice versa. The obligations of paragraphs 1, 2, 3, and 4 shall survive termination of my employment for any reason.

This Memorandum of Employee's Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, and shall be amendable, divisible and severable such that any provision of this agreement declared invalid or unenforceable for any reason by a court of competent jurisdiction shall be amended or deleted to the extent legally required without effect on the remaining provisions.

I acknowledge I have been notified by the Company that this Memorandum of Employee's Agreement does not apply to an invention with respect to which no equipment, supplies, facility, or secret or confidential information or trade secret of the Company was used and which was developed entirely on my own time, unless: (a) the invention relates to: (i) the business of the Company, or (ii) the Company's actual or demonstrably anticipated research or development; or (b) the invention results from any work performed by me for the Company.

I understand and acknowledge that the copyrights in all copyrightable works prepared by me, alone or with others, in the course of my employment are owned by the Company.

THIS AGREEMENT does not, of course, bind either party to any specific period or other terms and conditions of employment.

Date	Exempt	Non-Exempt	Hourly	Accepted By (Signature of Employee)
March 18, 1996	XX			
Location		Employee Full Name (Typed or Printed)		Employee Social Security Number
Parma Technical Center		Jing-Wen Tzeng		289-84-0101

UCAR Carbon Company Inc.

Date	Accepted By (Signature of Corporate Officer or Authorized Representative)
3/25/96	
Send Original to: Employee Data Services - Parma	Name and Title of Corporate Officer or Authorized Representative (Typed or Printed)
Copy to: Employee	Roger M. Flowers Director WW Technology

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge David O. Carter and the assigned discovery Magistrate Judge is Robert N. Block.

The case number on all documents filed with the Court should read as follows:

8:CV08- 1412 DOC (RNBx)

All discovery related motions should be noticed on the calendar of the Magistrate Judge

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

COPY

Steven A. Browne (SBN214444)
WALLER LANSDEN DORTCH & DAVIS, LLP
333 So. Grand Ave., Suite 1800

Los Angeles, CA 90071
T: (213)362-3680 F:(213)362-3679

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GRAFTECH INTERNATIONAL HOLDINGS INC.

CASE NUMBER:

Plaintiff(s)

SAC V08-1412 DOC(RNB)

v.

JTPROFOUND TECHNOLOGY CO., LTD. and JING
WEN TZENG

SUMMONS

Defendant(s)

TO: THE ABOVE-NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED and required to file with this court and serve upon plaintiff's attorney
Steven A. Browne, whose address is:

WALLER LANSDEN DORTCH & DAVIS, LLP
333 So. Grand Ave., Suite 1800
Los Angeles, CA 90071

an answer to the complaint _____ amended complaint counterclaim cross-
claim which is herewith served upon you within 20 days after service of this Summons upon you, exclusive
of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded
in the complaint.

CLERK, U.S. DISTRICT COURT

Date: **DEC 12 2008**

By: LA'REE HORN
Deputy Clerk



CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) GRAFTECH INTERNATIONAL HOLDINGS INC.	DEFENDANTS JTPROFOUND TECHNOLOGY CO., LTD. and JING-WEN TZENG
--	---

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Steven A. Browne WALLER LANSDEN DORTCH & DAVIS, LLP 333 So. Grand Ave., Suite 1800 Los Angeles, CA 90071 (213)362-3680	Attorneys (If Known)
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II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify): _____
 6 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT: \$** _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Patent infringement pursuant to 35 USC Sec. 271.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle-Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input checked="" type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply)
- A. Arise from the same or closely related transactions, happenings, or events; or
 - B. Call for determination of the same or substantially related or similar questions of law and fact; or
 - C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 - D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Ohio

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

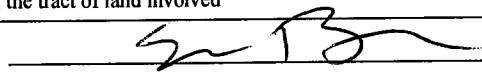
(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date December 12, 2008
 Steven A. Browne

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))