

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

PIONEER CORPORATION,

Plaintiff,

v.

SAMSUNG SDI CO., LTD., SAMSUNG
ELECTRONICS CO., LTD., and SAMSUNG
ELECTRONICS AMERICA, INC.,

Defendants.

Civil Action No. 2:07-CV-170 (DF)

SAMSUNG SDI CO., LTD.,

Counterclaim Plaintiff,

v.

PIONEER CORPORATION,

Counterclaim Defendant.

PIONEER CORPORATION'S FIRST AMENDED COMPLAINT

Plaintiff Pioneer Corporation ("Pioneer"), by its undersigned attorneys, submits this Amended Complaint and alleges as follows:

PARTIES

1. Pioneer is a corporation organized under the laws of Japan with its principal place of business at 4-1, Meguro 1-Chome, Meguro-ku, Tokyo, Japan. Pioneer is a leading manufacturer of plasma display products.

2. Pioneer is informed and believes, and on that basis alleges, that defendant Samsung SDI Co., Ltd. ("SSDI") is a corporation existing under the laws of the Republic of Korea that is doing business in this District. SSDI has its principal place of business at Samsung Life Insurance Bldg., 150 taepyungro 2-ga, Jung-gu, Seoul, Korea.

3. On information and belief, Defendant Samsung Electronics Co., Ltd. (“SEC”) is a corporation having its principal place of business in Seoul, South Korea.

4. On information and belief, Defendant Samsung Electronics America, Inc. (“SEA”) is a New York corporation, having its principal place of business in Ridgefield, New Jersey.

5. On information and belief, Defendants SSDI, SEC, and SEA (collectively, “Samsung”) are affiliated entities engaged in making, offering for sale, selling and/or using in the United States of America and elsewhere, plasma display products, and are further engaged in importing plasma display products into the United States of America, and otherwise making such products available in the United States of America.

JURISDICTION

6. This is an action for declaratory relief pursuant to 28 U.S.C. Sections 2201 and 2202 and for patent infringement arising under the patent laws of the United States of America, 35 U.S.C. Section 1, *et seq.*, including 35 U.S.C. Section 271. This Court has subject matter jurisdiction pursuant to 28 U.S.C. Sections 1331 and 1338(a) in that this is a civil action arising out of the patent laws of the United States of America.

VENUE

7. Venue is proper in this judicial district under Title 28 of the United States Code, Sections 1391(b), (c) and (d).

BACKGROUND

8. Beginning in April 2005 and from time to time thereafter, SSDI asserted several United States patents against Pioneer, including United States Patents No. 6,090,464 (the “464 patent”), United States Patent No. 6,674,237 B2 (the “237 patent”) and United States Patent No. 6,828,731 B2 (the “731 patent”), alleging that Pioneer infringed certain claims of each of these patents.

9. SSDI's assertions that it owns the '464 , '237 and '731 patents and that Pioneer allegedly infringes the '464 , '237 and '731 patents creates an actual and justiciable controversy between Samsung and Pioneer regarding the validity and infringement of these patents.

**FIRST CLAIM FOR RELIEF
(DECLARATORY JUDGMENT OF NONINFRINGEMENT
AND INVALIDITY OF THE '464 PATENT)**

10. Pioneer hereby incorporates by reference each and every allegation set forth in paragraphs 1 through 9 of this First Amended Complaint.

11. On information and belief, all the claims of the '464 patent that SSDI has asserted against Pioneer are invalid and void because the alleged inventions fail to meet the conditions of patentability set forth in 35 U.S.C. §§ 101, *et seq.*, including, without limitation, §§ 102, 103 and 112.

12. Pioneer has not infringed and does not infringe any valid claim of the '464 patent, either literally or under the doctrine of equivalents.

13. Pioneer is entitled to a judicial declaration that one or more claims of the '464 patent are invalid, and Pioneer has not infringed and does not infringe any valid claim of the '464 patent, either literally or under the doctrine of equivalents.

**SECOND CLAIM FOR RELIEF
(DECLARATORY JUDGMENT OF NONINFRINGEMENT
AND INVALIDITY OF THE '237 PATENT)**

14. Pioneer hereby incorporates by reference each and every allegation set forth in paragraphs 1 through 13 of this First Amended Complaint.

15. On information and belief, all the claims of the '237 patent that SSDI has asserted against Pioneer are invalid and void because the alleged inventions fail to meet the conditions of patentability set forth in 35 U.S.C. §§ 101, *et seq.*, including, without limitation, §§ 102, 103 and 112.

16. Pioneer has not infringed and does not infringe any valid claim of the '237 patent, either literally or under the doctrine of equivalents.

17. Pioneer is entitled to a judicial declaration that one or more claims of the '237 patent are invalid, and Pioneer has not infringed and does not infringe any valid claim of the '237 patent, either literally or under the doctrine of equivalents.

**THIRD CLAIM FOR RELIEF
(DECLARATORY JUDGMENT OF NONINFRINGEMENT
AND INVALIDITY OF THE '731 PATENT)**

18. Pioneer hereby incorporates by reference each and every allegation set forth in paragraphs 1 through 17 of this First Amended Complaint.

19. On information and belief, all the claims of the '731 patent that SSDI has asserted against Pioneer are invalid and void because the alleged inventions fail to meet the conditions of patentability set forth in 35 U.S.C. §§ 101, *et seq.*, including, without limitation, §§ 102, 103 and 112.

20. Pioneer has not infringed and does not infringe any valid claim of the '731 patent, either literally or under the doctrine of equivalents.

21. Pioneer is entitled to a judicial declaration that one or more claims of the '731 patent are invalid, and Pioneer has not infringed and does not infringe any valid claim of the '731 patent, either literally or under the doctrine of equivalents.

**FOURTH CLAIM FOR RELIEF
(INFRINGEMENT OF THE '181 PATENT)**

22. Pioneer hereby incorporates by reference each and every allegation set forth in paragraphs 1 through 21 of this First Amended Complaint.

23. On July 26, 2005, the United States Patent and Trademark Office issued U.S. Patent No. 6,922,181, entitled "Method of Controlling Luminance of Display Panel" (the "'181 patent").

24. Pioneer is the owner by assignment of all rights, title and interest in and to the '181 patent.

25. On information and belief, SSDI, SEC, and SEA are making, using, offering to sell, selling and/or importing plasma display units in the United States of America.

26. On information and belief, SSDI, SEC, and SEA have been and are now infringing, contributorily infringing and/or actively inducing infringement of the '181 patent by making, using, offering to sell, selling in and/or importing to the United States of America plasma display units falling within the scope of one or more claims of the '181 patent.

27. On information and belief, defendants' infringement of the '181 patent is willful.

28. As a consequence of defendants' infringement, Pioneer is entitled to recover damages adequate to compensate it for the infringement complained of herein, but in no event less than a reasonable royalty.

29. Defendants' infringement has injured and will continue to injure Pioneer, unless and until such infringement is enjoined by this Court.

WHEREFORE, plaintiff Pioneer prays to this Court for a judgment against defendants as follows:

- (a) That the Court declare that the '464, '237 and '731 patents are invalid and unenforceable;
- (b) That the Court declare that Pioneer and its products do not infringe any valid claims of the '464, '237 and '731 patents;
- (c) That the Court Adjudge that the '181 patent is valid and enforceable;
- (d) That the Court Adjudge that SSDI, SEC, and SEA are infringing and have infringed, and have contributed to and induced infringement of, the '181 patent, and that such infringement is willful and deliberate;
- (e) That the Court Enjoin SSDI and its affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns and all those acting for it and on its behalf, or acting in concert with them, from further infringement of the '181 patent;
- (f) That the Court Enjoin SEC and its affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns and all those

acting for it and on its behalf, or acting in concert with them, from further infringement of the '181 patent;

- (g) That the Court Enjoin SEA and its affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns and all those acting for it and on its behalf, or acting in concert with them, from further infringement of the '181 patent;
- (h) That the Court Award compensatory damages to Pioneer, together with interest;
- (i) That the Court Award treble damages to Pioneer for defendants' willful infringement of the '181 patent;
- (j) That the Court deem this case to be "exceptional" within the meaning of 35 U.S.C. § 285 entitling Pioneer to an award of its reasonable attorneys' fees and expenses in this action; and
- (k) That the Court grant such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Pioneer hereby demands a jury trial on all issues so triable.

Dated: October 2, 2007.

MCKOOL SMITH P.C.

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CERTIFICATE OF SERVICE

The undersigned certifies that on October 2, 2007, the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R. Civ. P. 5(d) and Local Rule CV-5(e), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by U.S. mail, on the 2nd day of October, 2007.

/s/ Garret W. Chambers
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