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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

C.P. CLARE CORPORATION,
d/b/a CLARE,

Plaintiff,

v.

KEARNEY-NATIONAL, INC.,
d/b/a COTO TECHNOLOGY,

Defendant.

C.A. No.

00cv10910RWZ

JURY TRIAL DEMANDED

COMPLAINT

1. Plaintiff C.P. Clare Corporation, d/b/a Clare ("Clare") brings this patent infringement action against defendant Kearney-National, Inc., d/b/a Coto Technology ("Coto") based upon Coto's unauthorized manufacture, use, sale, and/or offer for sale of products that infringe Clare's patented technology.

PARTIES

2. C.P. Clare Corporation, d/b/a Clare, is organized under the laws of the State of Massachusetts with a principal place of business at 78 Cherry Hill Drive, Beverly, Massachusetts.

3. Coto is a division of Kearney-National, Inc., which is a Delaware corporation headquartered in White Plains, New York. Coto is headquartered at 55 DuPont Drive, Providence, Rhode Island.

JURISDICTION AND VENUE

4. This is a patent infringement action brought under the patent laws of the United States, 35 U.S.C. § 1 *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338.

5. Venue in this district is proper pursuant to 28 U.S.C. §§ 1391 and 1400.

COUNT I - PATENT INFRINGEMENT

6. Clare is the owner of United States Reissue Patent No. RE 35,836 (the "'836 Patent"), entitled "Solid State Optically Coupled Electrical Power Switch," a valid patent issued on July 7, 1998 (attached hereto as Exhibit A). The '836 Patent is a reissue of United States Patent No. 4,390,790, which issued on June 28, 1983.

7. Coto manufactures and sells optically-coupled solid state relays such as product model "G2-1A05."

8. Coto maintains regional distributors and domestic sales representatives in Massachusetts and distributes its products in this district.

9. Coto is infringing or is contributing to or inducing infringement of one or more claims of the '836 Patent by manufacturing, using, selling, and/or offering for sale its products, including product model G2-1A05, in Massachusetts and elsewhere in the United States, and/or by importing its products into the United States.

10. Coto's acts of infringement of the '836 Patent have been, are, and will continue be willful, deliberate, and intentional, and have caused and will continue to cause damage and injury to Clare.

RELIEF

WHEREFORE, by reason of the foregoing, Clare respectfully requests that this Court enter judgment that:

- (a) Coto has infringed the '836 Patent; 35 U.S.C. § 271;
- (b) Coto's infringement of the '836 Patent has been willful; 35 U.S.C. § 284;
- (c) This case is "exceptional"; 35 U.S.C. § 285;
- (d) Coto pay Clare damages adequate to compensate for the infringement, together with interest and costs; 35 U.S.C. § 284;
- (e) Coto pay Clare treble damages; 35 U.S.C. § 284;
- (f) Coto pay Clare its attorneys fees, costs, and expenses; 35 U.S.C. § 285; and
- (g) Clare is granted such other and further relief as this Court may deem just and proper.

JURY TRIAL DEMAND

Clare demands a trial by jury on all issues so triable raised herein.

C.P. CLARE CORPORATION,

By its attorneys,



Paul F. Ware, Jr., P.C. (BBO # 516240)

Eileen M. Herlihy (BBO # 231410)

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Dated: May 10, 2000
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