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U.S. DISTRICT COURT

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DISTRICT OF UTAH

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*Counsel for Plaintiff*

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**IN THE UNITED STATES DISTRICT COURT OF UTAH**

**DISTRICT OF UTAH, CENTRAL DIVISION**

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CAO GROUP, INC., a Utah corporation,

Plaintiff,

v.

DENTSPLY INTERNATIONAL, Inc.,  
a Delaware corporation

Defendant.

**COMPLAINT  
(Jury Demanded)**

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Case: 2:08cv00501  
Assigned To : Warner, Paul M.  
Assign. Date : 6/30/2008  
Description: CAO Group v. Dentsply  
International

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Plaintiff Cao Group, Inc. ("Cao Group") hereby complains against Defendant Dentsply International, Inc. ("Dentsply") as follows:

**JURISDICTION AND VENUE**

1. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

2. A substantial part of the events giving rise to this action occurred in both this judicial district and the District of Utah, meaning venue is proper in both this judicial district and the District of Utah pursuant to 28 U.S.C. §§ 1391(b), (c) and/or 1400(b).

### **PARTIES**

3. Cao Group is a corporation organized and existing under the laws of the State of Utah, with its principle place of business located in West Jordan, Utah.

4. Upon information and belief, Dentsply International, Inc. is a corporation organized and existing under the laws of the State of Delaware with its principle place of business located in York, Pennsylvania.

### **FACTUAL BACKGROUND**

5. Cao Group is the owner of the following patents relating to dental curing lights:

- a. 6,331,111, entitled "Curing Light System Useful for Curing Light Activated Composite Materials";
- b. 6,719,558, entitled "Curing Light";
- c. 6,719,559, entitled "Curing Light";
- d. 6,755,648, entitled "Curing Light";
- e. 6,783,362, entitled "Dental Curing Light Using Primary and Secondary Heat Sink Combination";
- f. 6,926,524, entitled "Curing Light";
- g. 6,929,472, entitled "Curing Light";
- h. 6,932,600, entitled "Curing Light";

- i. 6,953,340, entitled "Light for use in activating light-activated materials, the light having a detachable module containing a heat sink and a semiconductor chip";
- j. 6,971,875, entitled "Dental Curing Light"; and
- k. 6,979,193, entitled "Curing Light."

(collectively, the Cao Group Patents).

6. Cao Group has developed dental curing light products embodying the inventions of the Cao Group Patents, and has spent considerable time, effort, and resources developing and promoting its products embodying the inventions of the Cao Group Patents.

7. In this judicial district and throughout the United States, Dentsply manufactured, used, sold or offered for sale its SmartLite iQ 2 and PS curing light products ("Dentsply Products"), which embody the inventions of and are covered by one or more claims of the Cao Group Patents.

8. Upon information and belief, Dentsply has engaged, and continues to engage, in the manufacture, use, distribution, sale or offer for sale of dental curing light products embodying the inventions of the Cao Group Patents in this judicial district and throughout the United States.

9. On or about December 13, 2006, counsel for Cao Group sent a letter to Dentsply, informing Dentsply of the Cao Group Patents and offering to license the use of such patents to Dentsply. (A copy of which is attached hereto as Exhibit A.)

10. On or about February 22, 2007, counsel for Cao Group sent another letter to general counsel for Dentsply, again offering to license the Cao Group Patents to Dentsply. (A copy of which is attached hereto as Exhibit B.)

11. Again, on or about April 11, 2007, counsel for Cao Group sent another letter to general counsel for Dentsply, providing an analysis of the Dentsply Products in light of the Cao Group Patents and concluding that the Dentsply Products were covered by one or more of the CAO Group Patents. (A copy of which is attached hereto as Exhibit C.)

12. On June 2 and again on July 5, 2007 counsel for Cao Group sent letters to general counsel for Dentsply restating its conclusion that the Dentsply Products infringed the Cao Group Patents and offering to license the Cao Group Patents to Dentsply. ( A copy of each is attached hereto as Exhibit D.)

13. Defendant acknowledged the letters in return correspondence, but denied infringing the Cao Group Patents.

14. The letters sent to Defendant on behalf of Cao Group provided notice to Defendant of the Cao Group Patents and numerous other patents and pending patent applications owned by Cao Group covering dental curing light technologies.

15. Defendant therefore knew about the Cao Group Patents at least as early as December 13, 2006.

16. Notwithstanding clear notice of the Cao Group Patents, Dentsply chose to continue its manufacture, use, sale or offer for sale of the inventions developed and patented by Cao Group.

17. Dentsply continues its infringement of the Cao Group Patents by manufacturing, using, selling or offering for sale the inventions developed and patented by Cao Group.

18. Dentsply's manufacture, use, distribution, and sale of the Dentsply Products are malicious and willful and done with knowledge that the accused dental curing light products would infringe one or more claims of the Cao Group Patents.

**FIRST CLAIM FOR RELIEF**

(Patent Infringement)

19. Cao Group repeats and realleges the allegations made in Paragraphs 1-18 as if fully set forth herein.

20. Since the dates of issuance, Cao Group has been and remains the owner of the Cao Group Patents.

21. Dentsply has infringed, induced infringement of, and contributorily infringed and continues to infringe, induce infringement of, and contributorily infringe the Cao Group Patents by, among other things, making, using, selling or offering to sell in the United States, including in this judicial district, dental curing lights embodying the patented inventions and covered by one or more claims of the Cao Group Patents.

22. On information and belief, each of Dentsply's acts of infringement have been malicious, willful, and deliberate, having been done with full knowledge of the Cao Group Patents and knowledge that the Dentsply Products infringed the Cao Group Patents.

23. Cao Group has been damaged by the acts of Dentsply, and is entitled to recover damages from Dentsply in an amount adequate to compensate Cao Group for the infringement that has occurred, but in no event less than a reasonable royalty for the use made by Dentsply of the inventions, plus attorney fees pursuant to 35 U.S.C. § 285, interest and costs.

24. By reason of the foregoing conduct of Dentsply, Cao Group will suffer irreparable harm and damage, which damage will be difficult to ascertain, leaving Cao Group with no adequate remedy at law, and thereby entitling Cao Group to injunctive relief enjoining Dentsply from further infringing the Cao Group Patents.

**PRAYER FOR RELIEF**

WHEREFORE, Cao Group demands judgment in its favor and against Dentsply requiring Dentsply to appear and answer and, at trial or final hearing, that Cao Group recover from and against Dentsply the following relief:

1. An adjudication that Dentsply has infringed one or more claims of one or more of the Cao Group Patents, both directly and either contributorily or by inducement.
2. Actual damages, the amounts of which shall be proven at trial;
3. Statutorily increased damages, in an amount not less than treble the actual damages;
4. An award and/or order for an accounting of damages;
5. An award and/or order finding this case to be exceptional;
6. An order that Dentsply deliver to Cao Group, for destruction at Cao Group's option, all products that infringe the Cao Group Patents;
7. Costs of Court;
8. Attorney fees and expenses as permitted by law;
9. An order permanently enjoining Dentsply, its agents, officers, assigns and others acting in concert with Dentsply from infringing, inducing infringement of, or contributing to infringement of the patents in suit; and

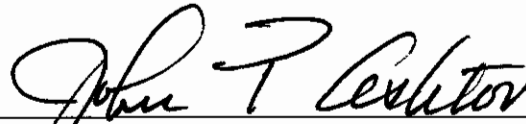
10. All other relief to which Cao Group is entitled.

**DEMAND FOR JURY TRIAL**

Cao Group demands a trial by jury on all issues.

DATED this 30 day of June, 2008.

VAN COTT BAGLEY CORNWALL & MCCARTHY

A handwritten signature in black ink, appearing to read "John P. Ashton", written over a horizontal line.

John P. Ashton  
Clark K. Taylor  
Attorneys for Plaintiff

Plaintiff's Address:

DENTSPLY INTERNATIONAL  
Susquehanna Commerce Center  
221 West Philadelphia Street  
York, PA 17405