

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

COMMISSARIAT À L'ENERGIE
ATOMIQUE,

Plaintiff,

v.

SAMSUNG ELECTRONICS CO., LTD.;
FUJITSU DISPLAY TECHNOLOGIES
CORP.; SHARP CORPORATION; AU
OPTRONICS CORPORATION; and
CHI MEI OPTOELECTRONICS
CORPORATION,

Defendants.

CONSOLIDATED CASES

Civil Action No. 03-484 (KAJ)

DEMAND FOR TRIAL BY JURY

**SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT AGAINST
DEFENDANT CHI MEI OPTOELECTRONICS CORPORATION**

Plaintiff Commissariat à l'Énergie Atomique ("CEA") for its Second Amended Complaint against Defendant Chi Mei Optoelectronics Corporation ("CMO") and for its Complaint against Defendant Dell Computer Corporation ("Dell"), Defendant Samsung Electronics Co., Ltd. ("Samsung"), Defendant Samsung Electronics America, Inc. ("Samsung America"), Defendant Samsung Electronics Canada, Inc. ("Samsung Canada"), Defendant Samsung International, Inc. ("Samsung International"), Defendant Sun Microsystems, Inc. ("Sun"), and Defendant ViewSonic Corporation ("ViewSonic") (collectively "Defendants") for preliminary and permanent

injunctive and declaratory relief and for damages, including treble or multiple damages, for patent infringement, states and alleges as follows:

NATURE OF THE ACTION

1. This is a civil action for the infringement of United States Patent No. 4,701,028 (“the ‘028 Patent”) and the infringement of United States Patent No. 4,889,412 (“the ‘412 Patent”) (or collectively the “Patents-in-Suit”), including the willful infringement of the Patents-in-Suit by Defendants.

2. The technology at issue involves the design and manufacture of Liquid Crystal Displays (“LCDs”) and related products (collectively “LCD products”). An LCD is a type of flat panel display that is used in products such as computer monitors and televisions.

3. Plaintiff CEA is a French government agency having its principal place of business at 31-33, rue de la Fédération, 75015 Paris, France.

4. Defendant CMO is a Taiwanese corporation, having its principal place of business at 2F, No. 1, Chi-Yeh Road, Tainan Science Based Industrial Park, Hsinshih Hsiang, Tainan Hsien 710, TAIWAN 74147, R.O.C.

5. Defendant Dell is a Delaware corporation, having its principal place of business at 1 Dell Way, Round Rock, Texas 78682.

6. Defendant Samsung is a Korean corporation, having its principal place of business at 250, 2-Ka, Taepyung-Ro, Chung-Ku, Seoul 100-742, South Korea.

7. Defendant Samsung America is a wholly owned subsidiary of Samsung, and Samsung America markets and sells Samsung’s products throughout the United

States and is controlled by Samsung. Samsung America is a New York corporation, having its principal place of business at 105 Challenger Road, Ridgefield Park, New Jersey 07660.

8. Defendant Samsung Canada is a wholly owned subsidiary of Samsung, and Samsung Canada markets and sells Samsung's products throughout the United States and is controlled by Samsung. Defendant Samsung Canada is a Canadian corporation, having its principal place of business at 7037 Financial Drive, Mississauga, Ontario L5N 6R3 Canada.

9. Defendant Samsung International is a wholly owned subsidiary of Samsung America, and Samsung International acts as an agent of and intermediary for Samsung America, Samsung, and other Defendants in the importation and sale of LCDs and LCD products in the United States, including this judicial district. Defendant Samsung International is a New Jersey corporation, having its principal place of business at 10220 Sorrento Valley Road, No. 100, San Diego, California 92121.

10. Defendant Sun is a Delaware corporation, having its principal place of business at 4150 Network Circle, Santa Clara, California 95054.

11. Defendant ViewSonic is a Delaware corporation, having its principal place of business at 381 Brea Canyon Road, Walnut, California 91789.

JURISDICTION AND VENUE

12. This action is based upon and arises under the Patent Laws of the United States, 35 U.S.C. § 100 *et seq.*, and in particular §§ 271, 281, 283, 284 and 285, and is intended to redress infringement of the Patents-in-Suit owned by CEA.

13. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

14. All of the Defendants have transacted and continue to transact business in the United States and in this judicial district by: importing or causing to be imported; using or causing to be used; offering to sell or causing to be offered for sale; and/or selling or causing to be sold, both directly and through intermediaries and as intermediaries, a variety of products including the LCDs or LCD products that infringe the Patents-in-Suit to customers in the United States, including customers in this judicial district, and Defendants will continue to do so unless enjoined by this Court.

15. This Court has personal jurisdiction over Defendant Dell, Defendant Sun, and Defendant ViewSonic, and venue is proper in this judicial district for these Defendants pursuant to 28 U.S.C. §§ 1391(b) and (c) and § 1400(b) in that these Defendants are incorporated and therefore reside in Delaware for purposes of establishing venue in this district, in that these Defendants have been doing business in Delaware, including the infringing acts alleged herein, both directly, through intermediaries, and/or as intermediaries, and will continue to do so unless enjoined by this Court.

16. This Court has personal jurisdiction over Defendant CMO, and venue is proper in this judicial district for Defendant CMO pursuant to 28 U.S.C. §§ 1391(b) and (c) and (d), and 28 U.S.C. § 1400(b) in that CMO is committing acts of patent infringement, within the United States and in this judicial district, including the infringing acts alleged herein, and in that Defendant CMO has caused and causes injury

and damages in this judicial district by acts or omissions outside of this judicial district, including but not limited to the utilization of an established distribution channel to ship a variety of products including the LCDs and/or LCD products that infringe the Patents-in-Suit into the United States and into this judicial district while deriving substantial revenue from services or things used or consumed within this judicial district, and will continue to do so unless enjoined by this Court.

17. CMO has actively induced and continues to actively induce the infringement of the Patents-in-Suit within the United States and within this judicial district by, *inter alia*, distributing engineering specifications, written in English, for its LCD modules; providing technical assistance to its resellers and customers in the United States; actively participating in the SPWG in the United States; endorsing the standards set by the SPWG and ensuring that its LCD modules are designed to meet U.S. specifications; regularly attending meetings of the SPWG in the United States to establish and ensure compliance with U.S. standards for the manufacture and performance of LCD panels; and distributing its LCD modules that infringe the Patents-in-Suit through established distribution channels with knowledge of their intended sale and use in the United States.

18. This Court has personal jurisdiction over Defendant Samsung, and venue is proper in this judicial district for Defendant Samsung pursuant to 28 U.S.C. §§ 1391 (b) and (c) and (d), and 28 U.S.C. § 1400(b), in that Samsung is committing acts of patent infringement, within the United States and in this judicial district, including the infringing acts alleged herein, and in that Defendant Samsung has caused and causes

injury and damages in this judicial district by acts or omissions outside of this judicial district, including but not limited to utilization of an established distribution channel to ship a variety of products including the LCDs and/or LCD products that infringe the Patents-in-Suit into the United States and into this judicial district, while deriving substantial revenue from services or things used or consumed within this judicial district, and will continue to do so unless enjoined by this Court.

19. This Court has personal jurisdiction over Defendant Samsung America, and venue is proper in this judicial district for Defendant Samsung America pursuant to 28 U.S.C. §§ 1391 (b) and (c) and 28 U.S.C. § 1400 (b). Samsung America is committing acts of patent infringement within the United States and in this judicial district, including the infringing acts alleged herein, both directly, through intermediaries, and as an intermediary. By shipping into, offering to sell in, using or selling infringing LCDs or LCD products in this judicial district, or by inducing or causing those acts to occur, Defendant Samsung America has transacted and transacts business and performs works and services in this judicial district, has contracted and contracts to supply services and things in this judicial district, has caused and causes injury and damages in this judicial district by acts and omissions in this judicial district, and has caused and causes injury and damages in this judicial district by acts or omissions outside of this judicial district while deriving substantial revenue from services or things used or consumed within this judicial district, and will continue to do so unless enjoined by this Court.

20. This Court has personal jurisdiction over Defendant Samsung Canada, and venue is proper in this judicial district for Defendant Samsung Canada pursuant to 28 U.S.C. §§ 1391 (b) and (c) and (d), and 28 U.S.C. § 1400 (b). Samsung Canada is committing acts of patent infringement within the United States and in this judicial district, including the infringing acts alleged herein, both directly, through intermediaries, and as an intermediary. By shipping into, offering to sell in, using or selling infringing LCDs or LCD products in this judicial district, or by inducing or causing those acts to occur, Defendant Samsung Canada has transacted and transacts business and performs works and services in this judicial district, has contracted and contracts to supply services and things in this judicial district, has caused and causes injury and damages in this judicial district by acts and omissions in this judicial district, and has caused and causes injury and damages in this judicial district by acts or omissions outside of this judicial district while deriving substantial revenue from services or things used or consumed within this judicial district, and will continue to do so unless enjoined by this Court.

21. This Court has personal jurisdiction over Defendant Samsung International, and venue is proper in this judicial district for Defendant Samsung International pursuant to 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400 (b) in that Samsung International is committing acts of patent infringement, within the United States and in this judicial district, including the infringing acts alleged herein, and in that Defendant Samsung International has caused and causes injury and damages in this judicial district by acts or omissions outside of this judicial district, including but

not limited to utilization of and acting as an intermediary in an established distribution channel to ship a variety of products including the LCDs and/or LCD products that infringe the Patents-in-Suit into the United States and into this judicial district, while deriving substantial revenue from services or things used or consumed within this judicial district, and will continue to do so unless enjoined by this Court.

THE PATENTS-IN-SUIT

22. On October 20, 1987, the '028 Patent, entitled "Liquid Crystal Cell Which Can Have A Homeotropic Structure With Compensated Birefringence Of Said Structure," was duly and legally issued, listing CEA as assignee. A copy of the '028 Patent is attached as Exhibit A.

23. On December 26, 1989, the '412 Patent, entitled "Liquid Crystal Cell Using The Electrically Controlled Birefringence Effect And A Uniaxial Medium Of Negative Optical Anisotropy Usable Therein," was duly and legally issued, listing CEA as assignee. A copy of the '412 Patent is attached as Exhibit B.

24. CEA owns the Patents-in-Suit and possesses the right to sue and to recover for infringement of the Patents-in-Suit.

FACTUAL BACKGROUND

25. CEA has invested substantial time and money in designing and developing as well as partnering with companies who are developing products that incorporate the patented LCD technology, whereby these companies will manufacture and produce such LCD products and develop methods for producing such LCD products.

26. CEA derives substantial benefits from the exploitation of its patented technology through the licensing of LCDs and/or LCD products in the United States and abroad. CEA's interests including, but not limited to, these benefits have been and continue to be harmed by the Defendants' infringement of the Patents-in-Suit.

27. The Defendants at least use, cause to be used, import, cause to be imported, offer for sale, cause to be offered for sale, sell, or cause to be sold in the United States and in this judicial district LCDs and/or LCD products and other electronic devices that are encompassed by the Patents-In-Suit.

COUNT I - PATENT INFRINGEMENT BY CMO OF THE '028 PATENT

28. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

29. CMO has infringed, actively induced and/or contributed to the infringement of the '028 Patent by at least importing, causing to be imported, using, causing to be used, offering to sell, causing to be offered for sale, selling and/or causing to be sold LCDs and/or LCD products that infringe one or more claims of the '028 Patent. Such infringing CMO LCDs or LCD products include at least the ones depicted in Exhibit C, which are sold under the "ViewSonic® VX500", "Dell UltraSharp™ 1504FP", or "Dell UltraSharp™ 1702FP" names, or sold as CMO Model Numbers M150X2-T03, M150X2-L01, or M170E4-L02, as well as those LCD products sold under the "ViewSonic® VX700" and "ViewSonic® VX800" names or sold as CMO Model Number M180E1-L03, and other LCDs and/or LCD products not yet identified.

30. The LCDs or LCD products imported, caused to be imported, used, caused to be used, sold, caused to be sold, offered for sale and/or caused to be offered for sale by CMO meet each and every limitation of at least one claim of the '028 Patent, either literally or equivalently.

31. The LCDs and or LCD products identified above as meeting each and every limitation of at least one claim of the '028 Patent, either literally or equivalently, are identified and advertised by CMO as being of the "Super MVA" technology family. CMO makes public statements through its advertising in which it characterizes the Super MVA technology family as incorporating features that are substantially similar to the infringing characteristics of the above-identified products. CMO offers other LCDs and/or LCD products that are also of the Super MVA technology family, and advertises these products as having similar specifications as the above-identified infringing products. These other LCDs and or LCD products include the following model numbers: V201V2, V230W1, V270W1, V296W1, V230B1, V370H1, V420H1, and V470H1. As a result of the foregoing and based on information and belief, these products appear likely to infringe the '028 Patent as well.

32. CEA has been and will continue to be injured by CMO's past and continuing infringement of the '028 Patent and is without adequate remedy at law.

33. CMO has been aware of the '028 Patent at least as early as October 2002. CMO's infringement, with knowledge of the '028 Patent has been and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285.

COUNT II - PATENT INFRINGEMENT BY CMO OF THE '412 PATENT

34. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

35. CMO has infringed, actively induced and/or contributed to the infringement of the '412 Patent by at least importing, causing to be imported, using, causing to be used, offering to sell, causing to be offered for sale, selling and/or causing to be sold LCDs and/or LCD products that infringe one or more claims of the '412 Patent. Such infringing CMO LCDs or LCD products include at least the ones depicted in Exhibit C, which are sold under the "ViewSonic® VX500", "Dell UltraSharp™ 1504FP", or "Dell UltraSharp™ 1702FP" names, or sold as CMO Model Numbers M150X2-T03, M150X2-L01, or M170E4-L02, as well as those LCD products sold under the "ViewSonic® VX700" or "ViewSonic® VX800" names or sold as CMO Model Number M180E1-L03, and other LCDs and/or LCD products not yet identified.

36. The LCDs or LCD products imported, caused to be imported, used, caused to be used, sold, caused to be sold, offered for sale and/or caused to be offered for sale by CMO meet each and every limitation of at least one claim of the '412 Patent, either literally or equivalently.

37. The LCDs and or LCD products identified above as meeting each and every limitation of at least one claim of the '412 Patent, either literally or equivalently, are identified and advertised by CMO as being of the "Super MVA" technology family. CMO makes public statements through its advertising in which it characterizes the Super MVA technology family as incorporating features that are substantially similar to

the infringing characteristics of the above-identified products. CMO offers other LCDs and/or LCD products that are also of the Super MVA technology family, and advertises these products as having similar specifications as the above-identified infringing products. These other LCDs and or LCD products include the following model numbers: V201V2, V230W1, V270W1, V296W1, V230B1, V370H1, V420H1, and V470H1. As a result of the foregoing and based on information and belief, these products appear likely to infringe the '412 Patent as well.

38. CEA has been and will continue to be injured by CMO's past and continuing infringement of the '412 Patent and is without adequate remedy at law.

39. CMO has been aware of the '412 Patent at least as early as October 2002. CMO's infringement, with knowledge of the '412 Patent has been and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285.

COUNT III - PATENT INFRINGEMENT BY DELL OF THE '028 PATENT

40. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

41. Defendant Dell has infringed the '028 Patent by at least importing, using, offering to sell, and/or selling LCDs or LCD products that infringe one or more claims of the '028 Patent. Such infringing Dell LCDs or LCD products include at least the ones depicted in Exhibit D, which are sold under the "Dell UltraSharp™ 1504FP", "Dell UltraSharp™ 1702FP", or "Dell UltraSharp™ 1900FP" names, as well as LCDs and/or LCD products not yet identified.

42. The LCDs or LCD products imported, used, sold and/or offered for sale by Dell meet each and every limitation of at least one claim of the '028 Patent, either literally or equivalently.

43. CEA has been and will continue to be injured by Dell's past and continuing infringement of the '028 Patent and is without adequate remedy at law.

44. Dell has been aware of the '028 Patent at least as early as March 2003. Dell's infringement, with knowledge of the '028 Patent is and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285.

COUNT IV - PATENT INFRINGEMENT BY DELL OF THE '412 PATENT

45. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

46. Defendant Dell has infringed the '412 Patent by at least importing, using, offering to sell, and/or selling LCDs or LCD products that infringe one or more claims of the '412 Patent. Such infringing Dell LCDs or LCD products include at least the ones depicted in Exhibit D, which are sold under the "Dell UltraSharp™ 1504FP", "Dell UltraSharp™ 1702FP", or "Dell UltraSharp™ 1900FP" names, as well as LCDs and/or LCD products not yet identified.

47. The LCDs or LCD products imported, used, sold and/or offered for sale by Dell meet each and every limitation of at least one claim of the '412 Patent, either literally or equivalently.

48. CEA has been and will continue to be injured by Dell's past and continuing infringement of the '412 Patent and is without adequate remedy at law.

49. Dell has been aware of the '412 Patent at least as early as March 2003. Dell's infringement, with knowledge of the '412 Patent is and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285.

COUNT V - PATENT INFRINGEMENT BY SAMSUNG OF THE '028 PATENT

50. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

51. Samsung has infringed, actively induced and/or contributed to the infringement of the '028 Patent by at least importing, causing to be imported, using, causing to be used, offering to sell, causing to be offered for sale, selling and/or causing to be sold LCDs and/or LCD products that infringe one or more claims of the '028 Patent. Such infringing Samsung LCDs or LCD products include at least the ones depicted in Exhibit E, which are sold under the "SyncMaster™ 171MP", "SyncMaster™ 191T", or "Dell UltraSharp™ 1900FP" names, or sold by Sun as Part Number X7134A or Model Number A124P0, or sold as Samsung Model Number LTM170E5-L01, LTM190E1-L01, or LTM240W1-L02 as well as LCDs and/or LCD products not yet identified.

52. The LCDs or LCD products imported, caused to be imported, used, caused to be used, sold, caused to be sold, offered for sale, and/or caused to be offered

for sale by Samsung meet each and every limitation of at least one claim of the '028 Patent, either literally or equivalently.

53. CEA has been and will continue to be injured by Samsung's past and continuing infringement of the '028 Patent and is without adequate remedy at law.

54. Samsung has been aware of the '028 Patent at least as early as May 2000, when Samsung expressed an interest in CEA's patented LCD technology to CEA. Samsung's infringement, with knowledge of the '028 Patent has been and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285.

COUNT VI - PATENT INFRINGEMENT BY SAMSUNG OF THE '412 PATENT

55. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

56. Samsung has infringed, actively induced and/or contributed to the infringement of the '412 Patent by at least importing, causing to be imported, using, causing to be used, offering to sell, causing to be offered for sale, selling and/or causing to be sold LCDs and/or LCD products that infringe one or more claims of the '412 Patent. Such infringing Samsung LCDs and LCD products include at least the ones depicted in Exhibit E, which are sold under the "SyncMaster™ 171MP", "SyncMaster™ 191T", or "Dell UltraSharp™ 1900FP" names, or sold by Sun as Part Number X7134A or Model Number A124P0, or sold as Samsung Model Number LTM170E5-L01, LTM190E1-L01, or LTM240W1-L02, as well as LCDs and/or LCD products not yet identified.

57. The LCDs or LCD products imported, caused to be imported, used, caused to be used, sold, caused to be sold, offered for sale, and/or caused to be offered for sale by Samsung meet each and every limitation of at least one claim of the '412 Patent, either literally or equivalently.

58. CEA has been and will continue to be injured by Samsung's past and continuing infringement of the '412 Patent and is without adequate remedy at law.

59. Samsung has been aware of the '412 Patent at least as early as May 2000, when Samsung expressed an interest in CEA's patented LCD technology to CEA. Samsung's infringement, with knowledge of the '412 Patent has been and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285.

**COUNT VII - PATENT INFRINGEMENT BY SAMSUNG AMERICA
OF THE '028 PATENT**

60. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

61. Samsung America has infringed, actively induced and/or contributed to the infringement of the '028 Patent by at least importing, causing to be imported, using, causing to be used, offering to sell, causing to be offered for sale, selling and/or causing to be sold LCDs and/or LCD products that infringe one or more claims of the '028 Patent. Such infringing Samsung America LCDs or LCD products include at least the ones depicted in Exhibit E, which are sold under the "SyncMaster™ 171MP" or

“SyncMaster™ 191T” names, or sold as Samsung Model Numbers LTM170E5-L01 or LTM190E1-L01 as well as LCDs and/or LCD products not yet identified.

62. The LCDs or LCD products imported, caused to be imported, used, caused to be used, sold, caused to be sold, offered for sale, and/or caused to be offered for sale by Samsung America meet each and every limitation of at least one claim of the '028 Patent, either literally or equivalently.

63. CEA has been and will continue to be injured by Samsung America's past and continuing infringement of the '028 Patent and is without adequate remedy at law.

64. Samsung America has been aware of the '028 Patent at least as early as May 2000, when Samsung America expressed an interest in CEA's patented LCD technology to CEA. Samsung America's infringement, with knowledge of the '028 Patent has been and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285.

**COUNT VIII - PATENT INFRINGEMENT BY SAMSUNG AMERICA
OF THE '412 PATENT**

65. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

66. Samsung America has infringed, actively induced and/or contributed to the infringement of the '412 Patent by at least importing, causing to be imported, using, causing to be used, offering to sell, causing to be offered for sale, selling and/or causing to be sold LCDs and/or LCD products that infringe one or more claims of the '412

Patent. Such infringing Samsung America LCDs or LCD products include at least the ones depicted in Exhibit E, which are sold under the “SyncMaster™ 171MP” or “SyncMaster™ 191T” names, or sold as Samsung Model Number LTM170E5-L01 or LTM190E1-L01, as well as LCDs and/or LCD products not yet identified.

67. The LCDs or LCD products imported, caused to be imported, used, caused to be used, sold, caused to be sold, offered for sale, and/or caused to be offered for sale by Samsung America meet each and every limitation of at least one claim of the ‘412 Patent, either literally or equivalently.

68. CEA has been and will continue to be injured by Samsung America’s past and continuing infringement of the ‘412 Patent and is without adequate remedy at law.

69. Samsung America has been aware of the ‘412 Patent at least as early as May 2000, when Samsung America expressed an interest in CEA’s patented LCD technology to CEA. Samsung America’s infringement, with knowledge of the ‘412 Patent has been and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys’ fees, pursuant to 35 U.S.C. §§ 284 and 285.

COUNT IX - PATENT INFRINGEMENT BY SAMSUNG CANADA
OF THE ‘028 PATENT

70. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

71. Samsung Canada has infringed, actively induced and/or contributed to the infringement of the ‘028 Patent by at least importing, causing to be imported, using,

causing to be used, offering to sell, causing to be offered for sale, selling and/or causing to be sold LCDs and/or LCD products that infringe one or more claims of the '028 Patent. Such infringing Samsung Canada LCDs or LCD products include at least the ones depicted in Exhibit E, which are sold under the "SyncMaster™ 171MP" or "SyncMaster™ 191T" names, or sold as Samsung Model Numbers LTM170E5-L01 or LTM190E1-L01, as well as LCDs and/or LCD products not yet identified.

72. The LCDs or LCD products imported, caused to be imported, used, caused to be used, sold, caused to be sold, offered for sale, and/or caused to be offered for sale by Samsung Canada meet each and every limitation of at least one claim of the '028 Patent, either literally or equivalently.

73. CEA has been and will continue to be injured by Samsung Canada's past and continuing infringement of the '028 Patent and is without adequate remedy at law.

74. Samsung Canada has been aware of the '028 Patent at least as early as May 2000, when Samsung Canada expressed an interest in CEA's patented LCD technology to CEA. Samsung Canada's infringement, with knowledge of the '028 Patent has been and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285.

**COUNT X - PATENT INFRINGEMENT BY SAMSUNG CANADA
OF THE '412 PATENT**

75. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

76. Samsung Canada has infringed, actively induced and/or contributed to the infringement of the '412 Patent by at least importing, causing to be imported, using, causing to be used, offering to sell, causing to be offered for sale, selling and/or causing to be sold LCDs and/or LCD products that infringe one or more claims of the '412 Patent. Such infringing Samsung Canada LCDs or LCD products include at least the ones depicted in Exhibit E, which are sold under the "SyncMaster™ 171MP" or "SyncMaster™ 191T" names, or sold as Samsung Model Numbers LTM170E5-L01 or LTM190E1-L01, as well as LCDs and/or LCD products not yet identified.

77. The LCDs or LCD products imported, caused to be imported, used, caused to be used, sold, caused to be sold, offered for sale, and/or caused to be offered for sale by Samsung Canada meet each and every limitation of at least one claim of the '412 Patent, either literally or equivalently.

78. CEA has been and will continue to be injured by Samsung Canada's past and continuing infringement of the '412 Patent and is without adequate remedy at law.

79. Samsung Canada has been aware of the '412 Patent at least as early as May 2000, when Samsung Canada expressed an interest in CEA's patented LCD technology to CEA. Samsung Canada's infringement, with knowledge of the '412 Patent has been and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285.

**COUNT XI- PATENT INFRINGEMENT BY SAMSUNG
INTERNATIONAL OF THE '028 PATENT**

80. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

81. Samsung International has infringed, actively induced and/or contributed to the infringement of the '028 Patent by at least importing, causing to be imported, using, causing to be used, offering to sell, causing to be offered for sale, selling and/or causing to be sold LCDs and/or LCD products that infringe one or more claims of the '028 Patent. Such infringing Samsung International LCDs or LCD products include at least the one depicted in Exhibit F, which is sold under the "Dell UltraSharp™ 1504FP" name, as well as LCDs and/or LCD products not yet identified.

82. The LCDs or LCD products imported, caused to be imported, used, caused to be used, sold, caused to be sold, offered for sale, and/or caused to be offered for sale by Samsung International meet each and every limitation of at least one claim of the '028 Patent, either literally or equivalently.

83. CEA has been and will continue to be injured by Samsung International's past and continuing infringement of the '028 Patent and is without adequate remedy at law.

84. Samsung International has been aware of the '028 Patent at least as early as May 2000, when Samsung International expressed an interest in CEA's patented LCD technology to CEA. Samsung International's infringement, with knowledge of the '028 Patent has been and continues to be willful and deliberate, making this an exceptional

case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285.

**COUNT XII- PATENT INFRINGEMENT BY SAMSUNG
INTERNATIONAL OF THE '412 PATENT**

85. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

86. Samsung International has infringed, actively induced and/or contributed to the infringement of the '412 Patent by at least importing, causing to be imported, using, causing to be used, offering to sell, causing to be offered for sale, selling and/or causing to be sold LCDs and/or LCD products that infringe one or more claims of the '412 Patent. Such infringing Samsung International LCDs or LCD products include at least the one depicted in Exhibit F, which is sold under the "Dell UltraSharp™ 1504FP" name, as well as LCDs and/or LCD products not yet identified.

87. The LCDs or LCD products imported, caused to be imported, used, caused to be used, sold, caused to be sold, offered for sale, and/or caused to be offered for sale by Samsung International meet each and every limitation of at least one claim of the '412 Patent, either literally or equivalently.

88. CEA has been and will continue to be injured by Samsung International's past and continuing infringement of the '412 Patent and is without adequate remedy at law.

89. Samsung International has been aware of the '412 Patent at least as early as May 2000, when Samsung expressed an interest in CEA's patented LCD technology

to CEA. Samsung International's infringement, with knowledge of the '412 Patent has been and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285.

COUNT XIII - PATENT INFRINGEMENT BY SUN OF THE '028 PATENT

90. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

91. Defendant Sun has infringed the '028 Patent by at least importing, using, offering to sell, and/or selling LCDs or LCD products that infringe one or more claims of the '028 Patent. Such infringing Sun LCDs or LCD products include at least the one depicted in Exhibit G, which is sold as Sun Part Number X7134A or Model Number A124P0, as well as LCDs and/or LCD products not yet identified.

92. The LCDs or LCD products imported, used, sold and/or offered for sale by Sun meet each and every limitation of at least one claim of the '028 Patent, either literally or equivalently.

93. CEA has been and will continue to be injured by Sun's past and continuing infringement of the '028 Patent and is without adequate remedy at law.

94. Sun has been aware of the '028 Patent since April 2003. Sun's infringement, with knowledge of the '028 Patent is and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285 as a result of Sun's infringement.

COUNT XIV - PATENT INFRINGEMENT BY SUN OF THE '412 PATENT

95. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

96. Defendant Sun has infringed the '412 Patent by at least importing, using, offering to sell, and/or selling LCDs or LCD products that infringe one or more claims of the '412 Patent. Such infringing Sun LCDs or LCD products include at least the one depicted in Exhibit G, which is sold as Sun Part Number X7134A or Model Number A124P0, as well as LCDs and/or LCD products not yet identified.

97. The LCDs or LCD products imported, used, sold and/or offered for sale by Sun meet each and every limitation of at least one claim of the '412 Patent, either literally or equivalently.

98. CEA has been and will continue to be injured by Sun's past and continuing infringement of the '412 Patent and is without adequate remedy at law.

99. Sun has been aware of the '412 Patent since April 2003. Sun's infringement, with knowledge of the '412 Patent is and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285 as a result of Sun's infringement.

COUNT XV - PATENT INFRINGEMENT BY VIEWSONIC OF THE '028 PATENT

100. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

101. ViewSonic has infringed the '028 Patent by at least importing, using, offering to sell, and/or selling LCDs or LCD products that infringe one or more claims of the '028 Patent. Such infringing ViewSonic LCDs or LCD products include at least the one depicted in Exhibit H, which is sold under the "ViewSonic® VX500" name, as well as LCDs and/or LCD products not yet identified.

102. The LCDs or LCD products imported, used, sold and/or offered for sale by ViewSonic meet each and every limitation of at least one claim of the '028 Patent, either literally or equivalently

103. CEA has been and will continue to be injured by ViewSonic's past and continuing infringement of the '028 Patent and is without adequate remedy at law.

104. ViewSonic has been aware of the '028 Patent at least as early as March 2003. ViewSonic's infringement, with knowledge of the '028 Patent is and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285 as a result of ViewSonic's infringement.

COUNT XVI - PATENT INFRINGEMENT BY VIEWSONIC OF THE '412 PATENT

105. The allegations in the foregoing paragraphs of this Complaint are incorporated by reference herein as if restated and set forth in full.

106. ViewSonic has infringed the '412 Patent by at least importing, using, offering to sell, and/or selling LCDs or LCD products that infringe one or more claims of the '412 Patent. Such infringing ViewSonic LCDs or LCD products include at least

the one depicted in Exhibit H, which is sold under the "ViewSonic® VX500" name, as well as LCDs and/or LCD products not yet identified.

107. The LCDs or LCD products imported, used, sold and/or offered for sale by ViewSonic meet each and every limitation of at least one claim of the '412 Patent, either literally or equivalently

108. CEA has been and will continue to be injured by ViewSonic's past and continuing infringement of the '412 Patent and is without adequate remedy at law.

109. ViewSonic has been aware of the '412 Patent at least as early as March 2003. ViewSonic's infringement, with knowledge of the '412 Patent is and continues to be willful and deliberate, making this an exceptional case and entitling CEA to increased damages and reasonable attorneys' fees, pursuant to 35 U.S.C. §§ 284 and 285 as a result of ViewSonic's infringement.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff CEA prays for judgment as follows:

A. That CMO, Dell, Samsung, Samsung America, Samsung Canada, Samsung International, Sun, and ViewSonic have each infringed the Patents-in-Suit;

B. That CMO's, Dell's, Samsung's, Samsung America's, Samsung Canada's, Samsung International's, Sun's and ViewSonic's infringement of the Patents-in-Suit has been willful.

C. That CMO, Dell, Samsung, Samsung America, Samsung Canada, Samsung International, Sun, and ViewSonic and their parents, subsidiaries, affiliates, successors, predecessors, assigns, and the officers, directors, agents, servants and employees of

each of the foregoing, and those persons acting in concert or participation with any of them, are preliminarily and permanently enjoined and restrained from using, making, importing, offering for sale and/or selling LCDs and/or LCD products and any other product that infringes, or induces or contributes to the infringement of the Patents-in-Suit, prior to the expiration of the Patents-in-Suit, including any extensions;

D. That CMO, Dell, Samsung, Samsung America, Samsung Canada, Samsung International, Sun, and ViewSonic and their parents, subsidiaries, affiliates, successors, predecessors, assigns, and the officers, directors, agents, servants and employees of each of the foregoing, and those persons acting in concert or participation with any of them deliver to CEA all LCDs and/or LCD products and any other product that infringes, or induces or contributes to the infringement of the Patents-in-Suit for destruction at CEA's option;

E. That CEA be awarded monetary relief adequate to compensate CEA for CMO's, Dell's, Samsung's, Samsung America's, Samsung Canada's, Samsung International's, Sun's, and ViewSonic's acts of infringement of the Patents-in-Suit within the United States prior to the expiration of the Patents-in-Suit, including any extensions;

F. That any monetary relief awarded to CEA regarding the infringement of the Patents-in-Suit by Defendants be trebled due to the willful nature of CMO's, Dell's, Samsung's, Samsung America's, Samsung Canada's, Samsung International's, Sun's and ViewSonic's infringement of the Patents-in-Suit;

G. That any monetary relief awarded to CEA be awarded with prejudgment interest;

H. That this is an exceptional case and that CEA be awarded the attorney fees, costs and expenses that it incurs prosecuting this action; and

I. That CEA be awarded such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury of any and all issues triable of right by a jury.

April 28, 2005

THE BAYARD FIRM

/s/ Richard D. Kirk (rk0922)
Richard D. Kirk
222 Delaware Avenue, Suite 900
P.O. Box 25130
Wilmington, DE 19899
(301) 655-5000
rkirk@bayardfirm.com

Attorneys For Plaintiff,
COMMISSARIAT À L'ENERGIE ATOMIQUE

OF COUNSEL:

Gaspare J. Bono
Song K. Jung
Matthew T. Bailey
Lora A. Brzezynski
McKenna Long & Aldridge LLP
1900 K Street, NW
Washington, DC 20006
(202) 496-7500