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10
11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA

13 ANVIK CORPORATION,
14
15 Plaintiff,

16 v.

17 CHUNGHWA PICTURE TUBES, LTD.,
TATUNG COMPANY, TATUNG
18 COMPANY OF AMERICA, INC., NIKON
PRECISION, INC., NIKON RESEARCH
19 CORPORATION OF AMERICA, and NIKON
CORPORATION,
20

21 Defendants.

Case No. 3:11-cv-2203-BEN-BGS

FIRST AMENDED COMPLAINT

1 Plaintiff Anvik Corporation (“Anvik”), by and through its undersigned counsel, for its
2 First Amended Complaint against Defendants Chungghwa Picture Tubes, Ltd. (“CPT”), Tatung
3 Company and Tatung Company of America, Inc. (collectively the “CPT Defendants”); and
4 Nikon Corporation (“Nikon Corp.”), Nikon Precision, Inc. (“NPI”) and Nikon Research
5 Corporation of America (“NRCA”) (collectively, “Nikon”) (the CPT Defendants and Nikon are
6 collectively referred to herein as “Defendants”), alleges the following.
7

8 **SUMMARY OF THE CASE**

9 1. This is a case about major technological breakthroughs related to the
10 manufacturing of liquid crystal display (“LCD”) panels. These innovations were developed by
11 Anvik Corporation (“Anvik”) and its founder, Dr. Kanti Jain. Anvik’s and Dr. Jain’s innovations
12 in the area revolutionized the LCD panel industry by making it possible to mass produce high-
13 resolution, large-sized, affordable LCD displays. Prior to this, LCD displays were used
14 primarily for basic applications, such as in calculators and small-sized monitors. Today, thanks
15 in large part to Anvik’s and Dr. Jain’s innovations, high-resolution LCD displays are found
16 everywhere from laptop computers to control panels on numerous machines to televisions of all
17 sizes, generating annual revenues of tens of billions of dollars.
18

19 2. The patents-in-suit in this action relate to microlithography systems and the
20 methods performed when using such systems. Microlithography methods are critical in the
21 production of a variety of microelectronic devices, including flat-panel LCD displays,
22 semiconductor integrated microcomputer chips, and other high-performance electronic products.
23 LCD panel displays are vital components of high-resolution LCD televisions, and are
24 manufactured using the methods of the patents-in-suit.
25

26 3. CPT describes itself as a leading manufacturer of LCD panels for use in
27 applications such as desktop monitors, notebook PCs, and LCD televisions. The CPT
28 Defendants sell their LCD panels made using the methods of the patents-in-suit directly into the

1 United States. For example, in entering a guilty plea for the violation of Federal antitrust law, a
2 corporate representative of CPT testified that between September 2001 and December 2006, the
3 CPT Defendants had U.S. LCD sales of \$358 million. *See United States v. Chunghwa Picture*
4 *Tubes, Ltd.*, No. CR-08-0804, Change of Plea and Sentencing Hr'g Tr., at p. 13-14 (N.D. Cal.
5 Jan. 14, 2008). In addition, CPT sells its LCD panels indirectly into the United States through,
6 among others, Defendants Tatung Taiwan and Tatung Company of America, who assemble
7 televisions and computers overseas and then sell them into the United States to brand-name
8 customers such as Dell Computer Corp., Hewlett-Packard Company, Samsung Electronics, LG
9 Electronics, Philips, Toshiba and Sony.

11 4. The CPT Defendants' ability to meet the enormous demand for LCD televisions
12 and other products incorporating LCD panels in the United States is due in large part to the
13 misappropriation of Anvik's patented technologies by them, as well as by the Nikon Defendants.
14 The CPT Defendants manufacture many or all of their LCD panels using methods performed by
15 scanning microlithography systems manufactured by Nikon. Those machines are designated by
16 Nikon as FX-Series scanners. The methods performed by the CPT Defendants using those FX-
17 Series scanners violate Anvik's patents-in-suit. Neither the CPT Defendants nor Nikon are
18 authorized to use the technology covered by Anvik's patents.

19 5. Nikon is one of the largest manufacturers of scanning microlithography systems
20 in the world. In addition to CPT, Nikon sells its FX-Series scanners to most, if not all, of the
21 world's largest flat-panel display manufacturers which, in turn, manufacture their displays using
22 infringing methods performed using Nikon's scanners and then sell such displays into the United
23 States.

24 6. Nikon's success in the scanning microlithography market is a direct result of its
25 misappropriation of Anvik's patented technologies. Nikon was contacted in 1990 through an
26 intermediary of Anvik and offered a license for the technology claimed in Anvik's U.S. Patent
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1 No. 4,924,257 (“the ‘257 patent”), the earliest-issued patent in this case. Nikon declined to
2 pursue license discussions with Anvik, and chose instead to copy Anvik’s patented technologies
3 and incorporate them into its FX-Series scanners.

4 7. Nikon induces the infringement of Anvik’s patents by the CPT Defendants.
5 Nikon instructs and/or directs the CPT Defendants to use the infringing processes performed
6 with the FX-Series scanners to make LCD products, and intends for the CPT Defendants to use
7 the infringing processes. The CPT Defendants use the infringing processes performed with the
8 FX-Series scanners to manufacture products in accordance with Nikon’s instructions.

9
10 8. Nikon has a major U.S. presence and is well aware of the U.S. market, including
11 as it relates to the demand for electronics products in the U.S., such as those manufactured using
12 infringing processes performed with the FX-Series scanners. Nikon knows that the use of
13 infringing processes performed with its FX-Series scanners (and the importation or sale in or into
14 the United States of products manufactured using those FX-Series scanners) constitutes
15 infringement of the patents-in-suit. Nikon knows and intends that products made by the CPT
16 Defendants, using the infringing processes performed with the FX-Series scanners, will be
17 imported or sold in or into the United States.

18
19 9. Anvik initiated litigation against Nikon in the Southern District of New York on
20 September 9, 2005. The current claims against Nikon arise from its conduct asserted in the New
21 York action and, as such, relate back to that action. Anvik, however, is only asserting claims and
22 seeking damages from Nikon in this suit relating to Nikon’s inducement of the CPT Defendants’
23 infringement of the patents-in-suit. This is because Anvik is presently prosecuting claims in the
24 Southern District of New York against other companies that have purchased FX-Series scanners
25 from Nikon and who use those scanners to perform infringing processes and sell products made
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1 using those processes into the United States.¹ They include: Sharp (based in Japan), Samsung
2 (based in Korea), LG Phillips (based in Korea), AU Optronics (based in Taiwan), AFPD (based
3 in Singapore), and others.

4 10. Anvik initially filed this case against the CPT Defendants on March 2, 2007 in the
5 Southern District of New York. On April 2, 2007, the CPT Defendants filed a motion to dismiss
6 under Fed. R. Civ. P. 12(b), alleging lack of personal jurisdiction. A first hearing was held on
7 this motion on October 17, 2007, but no decision issued. A second hearing was held on
8 September 6, 2011, after which the action was transferred to this Court, with the CPT Defendants
9 consenting to jurisdiction here for all purposes. Because this Amended Complaint asserts claims
10 arising from the conduct set forth in the original Complaint, it relates back to the action
11 originally filed on March 2, 2007 in the Southern District of New York.

12 **THE PARTIES**

13
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15 11. Anvik is a New York corporation with its principal place of business at 6 Skyline
16 Drive, Hawthorne, NY 10532. Dr. Jain, inventor of the patents-in-suit, is Anvik's founder. He
17 is also Professor of Electrical and Computer Engineering and Director of the Photonics,
18 Microelectronics and Microsystems Laboratory at the University of Illinois at Urbana-
19 Champaign. As a result of his more than 30 years of contributions to the advancement of optical
20 imaging and microelectronics manufacturing technologies, Dr. Jain is an internationally
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23 ¹ Those actions are all pending before the Honorable Alvin K. Hellerstein of the Southern
24 District of New York. The cases are captioned: *Anvik Corp. v. Nikon Precision, Inc., et al.*, No.
25 05-CV-7891-AKH (S.D.N.Y.); *Anvik Corp. v. AFPD PTE Ltd.*, No. 07-CV-828-AKH
26 (S.D.N.Y.); *Anvik Corp. v. AU Optronics Corp., et al.*, No. 07-CV-822- AKH (S.D.N.Y.); *Anvik*
27 *Corp. v. Chi Mei Optoelectronics, et al.*, No. 07-CV-821-AKH (S.D.N.Y.); *Anvik Corp. v.*
28 *HannStar Display Corp.*, No. 07-CV-827-AKH (S.D.N.Y.); *Anvik Corp. v. Innolux Display*
Corp., No. 07-CV-826-AKH (S.D.N.Y.); *Anvik Corp. v. IPS Alpha, et al.*, No. 08-CV-4036-
AKH (S.D.N.Y.); *Anvik Corp. v. LG. Philips LCD Co., Ltd., et al.*, No. 07-CV-816-AKH
(S.D.N.Y.); *Anvik Corp. v. Samsung Electronics Co., Ltd., et al.*, No. 07-CV-818-AKH
(S.D.N.Y.); *Anvik Corp. v. Sharp Corp., et al.*, No. 07-CV-825-AKH (S.D.N.Y.); and *Anvik*
Corp. v. Toppan Printing Co. Ltd., et al., No. 07-CV-824-AKH (S.D.N.Y.).

1 recognized scientist and technologist. He is widely recognized for his pioneering development
2 of high-resolution and large-area lithography technologies, for which he has been elected to the
3 U.S. National Academy of Engineering and received two Outstanding Innovation Awards from
4 I.B.M., and which are now used worldwide in semiconductor chip and flat-panel display
5 manufacturing.

6
7 12. CPT is a Taiwanese corporation with its headquarters at 1127 Hopin Road, Padeh
8 City, Taoyuan, Taiwan 33409.

9 13. Tatung Company is a Taiwanese corporation with its headquarters at 22
10 Chungshan N Rd. Section 3, Taipei, Taiwan. CPT is a subsidiary and/or affiliate of Tatung
11 Taiwan.

12 14. Tatung Company of America, Inc. is a subsidiary of Tatung Company and is a
13 California corporation having a place of business at 2850 East El Presidio Street, Long Beach,
14 CA 90810-1119.

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16 15. Nikon Corporation is an entity existing under the laws of Japan. Nikon Corp. has
17 its principal place of business at Fuji Building, 2-3, Marunouchi 3-chome, Chiyoda-ku, Tokyo I
18 00-8331, Japan.

19 16. Nikon Precision, Inc. is a corporation organized and existing under the Laws of
20 the state of California. NPI has its principal place of business at 1399 Shoreway Road, Belmont,
21 California 94002. NPI is a wholly-owned United States subsidiary of Nikon Corp.

22
23 17. Nikon Research Corporation of America is a corporation organized and existing
24 under the Laws of the State of California with its principal place of business located at 1399
25 Shoreway Road, Belmont, California 94002. NRCA is a wholly-owned United States subsidiary
26 of Nikon Corp.

JURISDICTION AND VENUE

1
2 18. This is an action for patent infringement under the patent laws of the United
3 States, 35 U.S.C. § 1 *et. seq.* This action concerns Defendants’ ongoing violations of U.S. patent
4 laws by knowingly selling and using machines that perform methods that infringe Anvik’s
5 patents, and importing and selling into the United States flat-panel displays made using Anvik’s
6 patented technologies. This Court has jurisdiction over the subject matter of the claims asserted
7 herein pursuant to 28 U.S.C. §§ 1331 and 1338.
8

9 19. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) and (c)
10 because a substantial part of the events giving rise to the claims occurred in this district and
11 Defendants are subject to personal jurisdiction in this district. Venue is also proper in this
12 judicial district under 28 U.S.C. § 1400(b).
13

FACTUAL BACKGROUND

14
15 **The Nikon Defendants Infringe the Patents-in-Suit Despite Having Express Knowledge of**
16 **the Patents-in-Suit and Despite Knowing that Their Acts Constitute Infringements**

17 20. U.S. Patent No. 4,924,257 is the earliest-issued patent in this case. The ‘257
18 patent was issued by the United States Patent and Trademark Office (“PTO”) in 1990. Shortly
19 thereafter, in September 1990, Dr. Jain (through an intermediary) wrote Nikon and offered to
20 negotiate a licensing agreement that would have given Nikon, for a fair fee, the right to use the
21 innovations developed by Dr. Jain in the area of microlithography embodied in the ‘257 patent.

22 21. At that point, since Nikon had been unable on its own to develop the type of
23 innovations embodied in the ‘257 patent, Nikon had a choice. Nikon could either: (1) negotiate
24 with Anvik to pay a fair licensing fee to use the technology in the ‘257 patent, or (2) secretly use
25 Anvik’s patented technology and hope that Nikon (and others benefiting from the infringement
26 of Anvik’s patents, including Defendants here) would not get caught doing so. Nikon opted for
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1 the second choice. In fact, rather than discussing a license agreement with Anvik, Nikon did not
2 respond to Dr. Jain's letter at all.

3 22. In the following months and years, Nikon studied Anvik's patented technology
4 and designed LCD panel manufacturing machines based on that technology without Anvik's
5 knowledge or permission. Indeed, Anvik's innovations showed up almost verbatim in drawings
6 prepared by Nikon's engineers. Nikon kept these facts from the public at large, and Anvik had
7 no way of knowing that Nikon was infringing Anvik's patents until years later when, in 2004,
8 Nikon published a paper on its website (which Nikon abruptly removed shortly thereafter)
9 demonstrating that Nikon was making use of the technology developed by Dr. Jain and patented
10 by Anvik.
11

12 23. Nikon understood the risks it was assuming by making use of Anvik's patented
13 technology without permission. For example, in 1992, an employee of Nikon based in the
14 United States and charged with developing a scanner using Anvik's technology, expressly
15 warned his superiors in Tokyo, Japan, in writing, that making and selling the FX-Series scanners
16 posed a "major risk" of infringing Anvik's '257 patent.
17

18 24. Despite these warnings, Nikon misappropriated Anvik's patented technologies,
19 which helped propel Nikon from a company that had been unable on its own to develop the types
20 of technologies identified in Anvik's patents, to the dominant worldwide supplier of LCD
21 manufacturing machines. As Nikon proudly stated in its 2007 Annual Report: "[F]or larger
22 screen sizes in LCD televisions. *We have monopolized the market in these sectors.*" (Emphasis
23 added.)
24

25 25. As a tactic to try to distract attention from Nikon's misconduct and the
26 misconduct of others (including the CPT Defendants here), 17 years after first learning of and
27 studying Anvik's '257 patent, Nikon filed with the PTO an application asking that the '257
28 patent be re-examined. Nikon did so only after it found itself as a defendant in the litigation

1 pending in the Southern District of New York. The PTO rejected Nikon's positions, and
2 reaffirmed the validity of all of the asserted claims of the '257 patent on October 13, 2009.

3 26. Because of Nikon's inducement and the CPT Defendants' infringement of
4 Anvik's patents, Anvik's business has been irreparably damaged and is being harmed on a
5 continuing basis.

6
7 **The CPT Defendants Infringe the Patents-in-Suit Despite Having Express Knowledge of**
8 **the Patents-in-Suit and Despite Knowing that Their Acts Constitute Infringements**

9 27. On information and belief, Nikon has had discussions with users of FX-Series
10 scanners, including the CPT Defendants, regarding the patents-in-suit, their failure to obtain any
11 opinions of counsel that the FX-Series scanners do not infringe the Anvik patents, and the
12 parties' significant exposure to Anvik for patent infringement.

13 28. Despite those facts, the CPT Defendants purchased, and continue to purchase,
14 FX-Series scanners from Nikon and use those scanners to perform infringing methods to make
15 and sell LCD products into the United States, both directly and indirectly, in violation of Anvik's
16 patents.

17 29. The CPT Defendants intentionally target the U.S. market for the sale of their
18 infringing products. For example, Jiing-Chung Lai, Deputy General Manager of Tatung Taiwan,
19 has stated: "[I]f Tatung USA did not operate within the United States, Tatung TW would find
20 another entity to distribute Tatung-branded products throughout the United States." Dec. of
21 Jiing-Chung Lai in support of Chunghwa Picture Tubes, Ltd. et al.'s motion to dismiss under
22 Fed. R. Civ. P. 12(b)(2) at ¶51.

23 30. The CPT Defendants work in concert with their customers to import and sell into
24 the United States infringing LCD panels (and/or products incorporating infringing LCD panels).
25 The CPT Defendants have knowledge of Anvik's patents, the CPT Defendants practice Anvik's
26 patented methods in violation of U.S. patent laws, and the CPT Defendants possess a specific
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1 intent to encourage the further infringement of Anvik's patents by the CPT Defendants'
2 customers.

3 31. As a result of the CPT Defendants' direct and indirect infringement of Anvik's
4 patents, Anvik's business has been irreparably damaged and is being harmed on a continuing
5 basis.

6
7 **COUNT I - Infringement of U.S. Patent No. 4,924,257**

8 32. Anvik repeats and realleges the allegations set forth above.

9 33. This claim arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et.*
10 *seq.*, including 35 U.S.C. § 271, and is for willful patent infringement.

11 34. United States Patent No. 4,924,257, entitled "Scan and Repeat High Resolution
12 Projection Lithography System," was duly and legally issued by the United States Patent and
13 Trademark Office on May 8, 1990.

14 35. Anvik is the assignee of all rights, title, and interest in and to the '257 patent and
15 possesses all rights of recovery under the '257 patent.

16 36. Through their conduct discussed above, directly and/or through intermediaries,
17 Defendants have infringed and are continuing to infringe the '257 patent in violation of 35
18 U.S.C. § 271, including but not limited to, 35 U.S.C. § 271(g).

19 37. Through their conduct discussed above, Defendants have also contributed to the
20 infringement of the '257 patent, and/or induced others to infringe the '257 patent, in violation of
21 35 U.S.C. §§ 271(b) and/or (c).

22 38. As a direct and proximate result of Defendants' acts of infringement, Anvik has
23 suffered damages and is entitled to recover an amount adequate to compensate for the
24 infringement under 35 U.S.C. § 284, which amount is to be determined at trial.

25 39. Defendants have had, at all relevant times, actual and constructive notice that their
26 conduct infringed on the claims of the '257 patent but nevertheless continued their infringing
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1 conduct. Defendants' infringement has been, and continues to be, willful and, therefore, Anvik
2 is entitled to treble damages under 35 U.S.C. § 284.

3 40. This is an exceptional case under 35 U.S.C. § 285 which entitles Anvik to an
4 award of reasonable attorneys' fees.

5 41. Defendants will continue infringing the '257 patent, causing irreparable harm for
6 which there is no adequate remedy at law, unless enjoined from further infringement by this
7 Court.
8

9 **COUNT II - Infringement of U.S. Patent No. 5,285,236**

10 42. Anvik repeats and re-alleges the allegations set forth above.

11 43. This claim arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et.*
12 *seq.*, including 35 U.S.C. § 271, and is for willful patent infringement.

13 44. United States Patent No. 5,285,236 ("the '236 patent"), entitled "Large-Area,
14 High-Throughput, High-Resolution Projection Imaging System," was duly and legally issued by
15 the United States Patent and Trademark Office on February 8, 1994.
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17 45. Anvik is the assignee of all rights, title, and interest in and to the '236 patent and
18 possesses all rights of recovery under the '236 patent.

19 46. Through their conduct discussed above, directly and/or through intermediaries,
20 Defendants have infringed and are continuing to infringe the '236 patent in violation of 35
21 U.S.C. § 271, including but not limited to, 35 U.S.C. § 271(g).
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23 47. Through their conduct discussed above, Defendants have also contributed to the
24 infringement of the '236 patent, and/or induced others to infringe the '236 patent, in violation of
25 35 U.S.C. §§ 271(b) and/or (c).

26 48. As a direct and proximate result of Defendants' acts of infringement, Anvik has
27 suffered damages and is entitled to recover an amount adequate to compensate for the
28 infringement under 35 U.S.C. § 284, which amount is to be determined at trial.

1 49. Defendants have had, at all relevant times, actual and constructive notice that their
2 conduct infringed on the claims of the '236 patent but nevertheless continued their infringing
3 conduct. Defendants' infringement has been, and continues to be, willful and, therefore, Anvik
4 is entitled to treble damages under 35 U.S.C. § 284.

5 50. This is an exceptional case under 35 U.S.C. § 285 which entitles Anvik to an
6 award of reasonable attorneys' fees.

7 51. Defendants will continue infringing the '236 patent, causing irreparable harm for
8 which there is no adequate remedy at law, unless enjoined from further infringement by this
9 Court.
10

11 **COUNT III - Infringement of U.S. Patent No. 5,291,240**

12 52. Anvik repeats and re-alleges the allegations set forth above.

13 53. This claim arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et.*
14 *seq.*, including 35 U.S.C. § 271, and is for willful patent infringement.

15 54. United States Patent No. 5,291,240 ("the '240 patent"), entitled "Nonlinearity-
16 Compensated Large-Area Patterning System," was duly and legally issued by the United States
17 Patent and Trademark Office on March 1, 1994.

18 55. Anvik is the assignee of all rights, title, and interest in and to the '240 patent and
19 possesses all rights of recovery under the '240 patent.
20

21 56. Through their conduct discussed above, directly and/or through intermediaries,
22 Defendants have infringed and are continuing to infringe the '240 patent in violation of 35
23 U.S.C. § 271, including but not limited to, 35 U.S.C. § 271(g).
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25 57. Through their conduct discussed above, Defendants have also contributed to the
26 infringement of the '240 patent, and/or induced others to infringe the '240 patent, in violation of
27 35 U.S.C. §§ 271(b) and/or (c).
28

1 58. As a direct and proximate result of Defendants' acts of infringement, Anvik has
2 suffered damages and is entitled to recover an amount adequate to compensate for the
3 infringement under 35 U.S.C. § 284, which amount is to be determined at trial.

4 59. Defendants have had, at all relevant times, actual and constructive notice that their
5 conduct infringed on the claims of the '240 patent but nevertheless continued their infringing
6 conduct. Defendants' infringement has been, and continues to be, willful and, therefore, Anvik
7 is entitled to treble damages under 35 U.S.C. § 284.

8 60. This is an exceptional case under 35 U.S.C. § 285 which entitles Anvik to an
9 award of reasonable attorneys' fees.

10 61. Defendants will continue infringing the '240 patent, causing irreparable harm for
11 which there is no adequate remedy at law, unless enjoined from further infringement by this
12 Court.
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15 **PRAYER FOR RELIEF**

16 WHEREFORE, Anvik prays for judgment and relief as follows:

17 A. A judgment that Defendants have infringed and continue to infringe claims of the
18 '257, '236 and '240 patents;

19 B. An order, pursuant to 35 U.S.C. § 283, permanently enjoining and restraining
20 Defendants and their officers, directors, principals, agents, servants, employees, successors and
21 assigns, and all those in active concert or participation with each of the foregoing, from
22 infringing – and from contributing to and/or inducing the infringement of – any claims of the
23 '257, '236 and '240 patents;

24 C. An order, pursuant to 35 U.S.C. § 284, that Defendants account to Anvik for an
25 amount adequate to compensate Anvik for damages sustained from Defendants' infringing acts,
26 which amount is to be determined, and that said amount be trebled pursuant to 35 U.S.C. § 284;
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1 D. An order, pursuant to 35 U.S.C. § 285, that Defendants pay Anvik its reasonable
2 attorneys' fees in connection with this action;

3 E. A judgment that costs of this action be awarded to Anvik;

4 F. An order that Defendants pay Anvik prejudgment and post-judgment interest at
5 the highest statutory rate on Anvik's damages, costs and attorneys' fees; and
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7 G. An order awarding Anvik such other and further relief as may be deemed by this
8 Court to be just and proper.

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JURY DEMAND

Anvik hereby demands trial by jury on all issues so triable.

Dated: December 20, 2011

Respectfully submitted,

BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP

s/Chad Johnson
CHAD JOHNSON

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11 *Attorneys for Plaintiff Anvik Corporation*

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13 UNITED STATES DISTRICT COURT
14 SOUTHERN DISTRICT OF CALIFORNIA
15

16 ANVIK CORPORATION,

17 Plaintiff,

18 v.

19 CHUNGHWA PICTURE TUBES, LTD.,
20 TATUNG COMPANY, TATUNG
21 COMPANY OF AMERICA, INC., NIKON
22 PRECISION, INC., NIKON RESEARCH
CORPORATION OF AMERICA, and NIKON
CORPORATION,

23 Defendants.
24

Case No. 3:11-cv-2203-BEN-BGS

DECLARATION OF SERVICE

1 I, LISA M. COX, declare:

2 1. That I am and was, at all times herein mentioned, a citizen of the United States
3 and a resident of the County of San Diego, over the age of 18 years, and not a party to or
4 interested in the within action; that my business address is 12481 High Bluff Drive, Suite 300,
5 San Diego, California 92130.

6 2. That on December 20, 2011, copies of the following documents were filed
7 electronically via the Court's Electronic Case Filing ("ECF") System:

8 • **First Amended Complaint**

9 4. The attorneys registered with the ECF System may access this filing through the
10 Court's system. Notice of this filing was sent to the parties by operation of the ECF System,
11 including the defendants listed on the attached service list, unless otherwise indicated.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

14 Executed this 20th day of December, 2011, at San Diego, California.

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18 LISA M. COX

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SERVICE LIST

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