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10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
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15 LUIDIA, INC., a Delaware corporation,

16 Plaintiff,

17 v.

18 CLASSROOM TECHNOLOGY
19 SOLUTIONS, INC., a Florida corporation,
20 and HANSHIN INTERNATIONAL
21 LIMITED, a foreign corporation,

22 Defendants.
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Case No.:

**COMPLAINT FOR PATENT
INFRINGEMENT**

JURY TRIAL DEMANDED

1 Plaintiff Luidia, Inc. complains and alleges against Defendants Classroom Technology
2 Solutions, Inc. (“CTS”) and Hanshin International Limited (“Hanshin”) (collectively
3 “Defendants”), as follows:

4 THE PARTIES

5 1. Plaintiff Luidia is a corporation organized under the laws of Delaware with its
6 principal place of business at 1301 Shoreway Road, Belmont, California 94002.

7 2. Upon information and belief, Defendant CTS is corporation organized under the
8 laws of Florida with its principal place of business at 4909 Victor Street, Jacksonville, Florida
9 32207.

10 3. Upon information and belief, Defendant Hanshin is a foreign corporation organized
11 under the laws of the People’s Republic of China with a principal place of business located at 157
12 Connaught Road Central, Hong Kong.

13 JURISDICTION AND VENUE

14 4. This is an action for patent infringement arising under the patent laws of the United
15 States (Title 35 of the United States Code). This Court has jurisdiction over this action pursuant to
16 28 U.S.C. sections 1331 and 1338(a).

17 5. Venue is proper in this district under 28 U.S.C. sections 1391(b) and (c) and
18 1400(b) because Defendants transact or have transacted business in the State of California and
19 have committed and/or induced acts of patent infringement in this State and in this Judicial
20 District.

21 INTRADISTRICT ASSIGNMENT

22 6. This case is appropriate for assignment on a district-wide basis because this is an
23 intellectual property action pursuant to Civil Local Rule 3-2(c).

24 FACTUAL BACKGROUND

25 7. Luidia is a leader and an innovator in the field of interactive whiteboard systems
26 and accessories. Luidia developed and manufactures the eBeam® brand of interactive whiteboard
27 products. eBeam® systems work with computers and digital projectors to transform any standard
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1 whiteboard or other flat surface into an interactive display and writing surface. Luidia's eBeam®
2 hardware and software allows text, images and video to be projected onto a variety of surfaces,
3 where an interactive stylus or marker can be used to add notes, access control menus, manipulate
4 images and create diagrams and drawings.

5 8. Luidia's patent-protected eBeam® technology uses infrared and ultrasound
6 receivers to track the location of a transmitter-equipped pen, or a standard dry-erase marker in a
7 transmitter-equipped sleeve. A separate receiver unit attaches to the edge of the whiteboard or
8 other writing surface and determines the distance and direction of the transmitter using the known
9 quantities and differences of the speed of light and the speed of sound.

10 9. Luidia has been granted several patents covering various aspects of the technology
11 it developed for its eBeam® hardware.

12 10. On February 2, 1999, the United States Patent and Trademark Office ("USPTO")
13 issued United States Patent No. 5,866,856 (the "'856 patent"). A true and correct copy of the '856
14 patent is attached as Exhibit A hereto.

15 11. On September 12, 2000, the USPTO issued United States Patent No. 6,118,205 (the
16 "'205 patent"). A true and correct copy of the '205 patent is attached as Exhibit B hereto.

17 12. On December 4, 2001, the USPTO issued United States Patent No. 6,326,565 (the
18 "'565 patent"). A true and correct copy of the '565 patent is attached as Exhibit C hereto.

19 13. On January 1, 2002, the USPTO issued United States Patent No. 6,335,723 (the
20 "'723 patent"). A true and correct copy of the '723 patent is attached as Exhibit D hereto.

21 14. On April 16, 2002, the USPTO issued United States Patent No. 6,373,003 (the
22 "'003 patent"). A true and correct copy of the '003 patent is attached as Exhibit E hereto.

23 15. On July 2, 2002, the USPTO issued United States Patent No. 6,414,673 (the "'673
24 patent"). A true and correct copy of the '673 patent is attached as Exhibit F hereto.

25 16. On May 27, 2007, the USPTO issued United States Patent No. 7,221,355 (the
26 "'355 patent"). A true and correct copy of the '355 patent is attached as Exhibit G hereto. The
27 '856, '205, '565, '723, '003, '673, and '355 patents are referred to collectively as the "patents-in-
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1 suit.”Luidia is the owner of all right and title to the patents-in-suit and each of them.

2 17. Defendants design, make, have made, use, sell, offer to sell, advertise, and/or
3 import an interactive whiteboard system under the brand name eBoard Infinity and/or Infinity
4 (referred to herein as the “eBoard Infinity” product).

5 18. Information regarding the eBoard Infinity product can be found on websites in the
6 United States at the domain names [http://www.ctsed.com/products/presentation-](http://www.ctsed.com/products/presentation-devices/interactive-solutions/eboard-infinity-interactive-system-by-cts)
7 [devices/interactive-solutions/eboard-infinity-interactive-system-by-cts](http://www.ctsed.com/products/presentation-devices/interactive-solutions/eboard-infinity-interactive-system-by-cts) and
8 <http://www.hanshingroup.com/products.asp?ClassOneID=1&ClassTwoID=2&mid=2>.

9 19. Defendants have offered their eBoard Infinity product for sale to residents of the
10 United States including residents of this state and of the Northern District of California.

11 20. Residents of the Northern District of California have purchased from Defendant
12 CTS the eBoard Infinity product manufactured and imported by Defendant Hanshin.

13 21. The eBoard Infinity product competes directly with Luidia’s eBeam® product.

14 **CLAIM I: INFRINGEMENT OF THE ‘856 PATENT**

15 22. Luidia incorporates by reference Paragraphs 1 through 21 as if fully set forth
16 herein.

17 23. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants
18 have infringed and are continuing to infringe, literally and/or under the doctrine of equivalents, the
19 ‘856 patent by practicing one or more claims of the ‘856 patent by manufacturing, using, selling,
20 offering to sell, and/or importing interactive whiteboard products including the eBoard Infinity.

21 24. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants
22 have infringed and are continuing to infringe the ‘856 patent by contributing to and/or actively
23 inducing the infringement by others of the ‘856 patent by, *inter alia*, the manufacture, use, sale,
24 offering for sale, and/or importation of interactive whiteboard products including the eBoard
25 Infinity.

26 25. Upon information and belief, Defendants have had actual notice of the ‘856 patent.

27 26. Upon information and belief, Defendants have willfully infringed the ‘856 patent.

1 27. Upon information and belief, Defendants' acts of infringement of the '856 patent
2 will continue after service of this Complaint unless enjoined by the Court.

3 28. As a result of Defendants' infringement, Plaintiff has suffered and will suffer
4 damages.

5 29. Plaintiff is entitled to recover from Defendants the damages sustained by Plaintiff
6 as a result of Defendants' wrongful acts in an amount subject to proof at trial.

7 30. Unless Defendants are enjoined by this Court from continuing their infringement of
8 the '856 patent, Plaintiff will suffer additional irreparable harm and impairment of the value of its
9 patent rights. Thus, Plaintiff is entitled to a preliminary and permanent injunction against further
10 infringement.

11 **CLAIM II: INFRINGEMENT OF THE '205 PATENT**

12 31. Luidia incorporates by reference Paragraphs 1 through 21 as if fully set forth
13 herein.

14 32. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants
15 have infringed and are continuing to infringe, literally and/or under the doctrine of equivalents, the
16 '205 patent by practicing one or more claims of the '205 patent by manufacturing, using, selling,
17 offering to sell, and/or importing interactive whiteboard products including the eBoard Infinity.

18 33. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants
19 have infringed and are continuing to infringe the '205 patent by contributing to and/or actively
20 inducing the infringement by others of the '205 patent by, *inter alia*, the manufacture, use, sale,
21 offering for sale, and/or importation of interactive whiteboard products including the eBoard
22 Infinity.

23 34. Upon information and belief, Defendants have had actual notice of the '205 patent.

24 35. Upon information and belief, Defendants have willfully infringed the '205 patent.

25 36. Upon information and belief, Defendants' acts of infringement of the '205 patent
26 will continue after service of this Complaint unless enjoined by the Court.

27 37. As a result of Defendants' infringement, Plaintiff has suffered and will suffer
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1 damages.

2 38. Plaintiff is entitled to recover from Defendants the damages sustained by Plaintiff
3 as a result of Defendants' wrongful acts in an amount subject to proof at trial.

4 39. Unless Defendants are enjoined by this Court from continuing their infringement of
5 the '205 patent, Plaintiff will suffer additional irreparable harm and impairment of the value of its
6 patent rights. Thus, Plaintiff is entitled to a preliminary and permanent injunction against further
7 infringement.

8 **CLAIM III: INFRINGEMENT OF THE '565 PATENT**

9 40. Luidia incorporates by reference Paragraphs 1 through 21 as if fully set forth
10 herein.

11 41. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants
12 have infringed and are continuing to infringe, literally and/or under the doctrine of equivalents, the
13 '565 patent by practicing one or more claims of the '565 patent by manufacturing, using, selling,
14 offering to sell, and/or importing interactive whiteboard products including the eBoard Infinity.

15 42. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants
16 have infringed and are continuing to infringe the '565 patent by contributing to and/or actively
17 inducing the infringement by others of the '565 patent by, *inter alia*, the manufacture, use, sale,
18 offering for sale, and/or importation of interactive whiteboard products including the eBoard
19 Infinity.

20 43. Upon information and belief, Defendants have had actual notice of the '565 patent.

21 44. Upon information and belief, Defendants have willfully infringed the '565 patent.

22 45. Upon information and belief, Defendants' acts of infringement of the '565 patent
23 will continue after service of this Complaint unless enjoined by the Court.

24 46. As a result of Defendants' infringement, Plaintiff has suffered and will suffer
25 damages.

26 47. Plaintiff is entitled to recover from Defendants the damages sustained by Plaintiff
27 as a result of Defendants' wrongful acts in an amount subject to proof at trial.

48. Unless Defendants are enjoined by this Court from continuing their infringement of the '565 patent, Plaintiff will suffer additional irreparable harm and impairment of the value of its patent rights. Thus, Plaintiff is entitled to a preliminary and permanent injunction against further infringement.

CLAIM IV: INFRINGEMENT OF THE '723 PATENT

49. Luidia incorporates by reference Paragraphs 1 through 21 as if fully set forth herein.

50. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants have infringed and are continuing to infringe, literally and/or under the doctrine of equivalents, the '003 patent by practicing one or more claims of the '723 patent by manufacturing, using, selling, offering to sell, and/or importing interactive whiteboard products including the eBoard Infinity.

51. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants have infringed and are continuing to infringe the '723 patent by contributing to and/or actively inducing the infringement by others of the '723 patent by, *inter alia*, the manufacture, use, sale, offering for sale, and/or importation of interactive whiteboard products including the eBoard Infinity.

52. Upon information and belief, Defendants have had actual notice of the '723 patent.

53. Upon information and belief, Defendants have willfully infringed the '723 patent.

54. Upon information and belief, Defendants' acts of infringement of the '723 patent will continue after service of this Complaint unless enjoined by the Court.

55. As a result of Defendants' infringement, Plaintiff has suffered and will suffer damages.

56. Plaintiff is entitled to recover from Defendants the damages sustained by Plaintiff as a result of Defendants' wrongful acts in an amount subject to proof at trial.

57. Unless Defendants are enjoined by this Court from continuing their infringement of the '723 patent, Plaintiff will suffer additional irreparable harm and impairment of the value of its patent rights. Thus, Plaintiff is entitled to a preliminary and permanent injunction against further

1 infringement.

2 **CLAIM V: INFRINGEMENT OF THE '003 PATENT**

3 58. Luidia incorporates by reference Paragraphs 1 through 21 as if fully set forth
4 herein.

5 59. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants
6 have infringed and are continuing to infringe, literally and/or under the doctrine of equivalents, the
7 '003 patent by practicing one or more claims of the '003 patent by manufacturing, using, selling,
8 offering to sell, and/or importing interactive whiteboard products including the eBoard Infinity.

9 60. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants
10 have infringed and are continuing to infringe the '003 patent by contributing to and/or actively
11 inducing the infringement by others of the '003 patent by, *inter alia*, the manufacture, use, sale,
12 offering for sale, and/or importation of interactive whiteboard products including the eBoard
13 Infinity.

14 61. Upon information and belief, Defendants have had actual notice of the '003 patent.

15 62. Upon information and belief, Defendants have willfully infringed the '003 patent.

16 63. Upon information and belief, Defendants' acts of infringement of the '003 patent
17 will continue after service of this Complaint unless enjoined by the Court.

18 64. As a result of Defendants' infringement, Plaintiff has suffered and will suffer
19 damages.

20 65. Plaintiff is entitled to recover from Defendants the damages sustained by Plaintiff
21 as a result of Defendants' wrongful acts in an amount subject to proof at trial.

22 66. Unless Defendants are enjoined by this Court from continuing their infringement of
23 the '003 patent, Plaintiff will suffer additional irreparable harm and impairment of the value of its
24 patent rights. Thus, Plaintiff is entitled to a preliminary and permanent injunction against further
25 infringement.

26 **CLAIM VI: INFRINGEMENT OF THE '673 PATENT**

27 67. Luidia incorporates by reference Paragraphs 1 through 21 as if fully set forth
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1 herein.

2 68. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants
3 have infringed and are continuing to infringe, literally and/or under the doctrine of equivalents, the
4 '673 patent by practicing one or more claims of the '673 patent by manufacturing, using, selling,
5 offering to sell, and/or importing interactive whiteboard products including the eBoard Infinity.

6 69. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants
7 have infringed and are continuing to infringe the '673 patent by contributing to and/or actively
8 inducing the infringement by others of the '673 patent by, *inter alia*, the manufacture, use, sale,
9 offering for sale, and/or importation of interactive whiteboard products including the eBoard
10 Infinity.

11 70. Upon information and belief, Defendants have had actual notice of the '673 patent.

12 71. Upon information and belief, Defendants have willfully infringed the '673 patent.

13 72. Upon information and belief, Defendants' acts of infringement of the '673 patent
14 will continue after service of this Complaint unless enjoined by the Court.

15 73. As a result of Defendants' infringement, Plaintiff has suffered and will suffer
16 damages.

17 74. Plaintiff is entitled to recover from Defendants the damages sustained by Plaintiff
18 as a result of Defendants' wrongful acts in an amount subject to proof at trial.

19 75. Unless Defendants are enjoined by this Court from continuing their infringement of
20 the '673 patent, Plaintiff will suffer additional irreparable harm and impairment of the value of its
21 patent rights. Thus, Plaintiff is entitled to a preliminary and permanent injunction against further
22 infringement.

23 **CLAIM VII: INFRINGEMENT OF THE '355 PATENT**

24 76. Luidia incorporates by reference Paragraphs 1 through 21 as if fully set forth
25 herein.

26 77. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants
27 have infringed and are continuing to infringe, literally and/or under the doctrine of equivalents, the
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1 '355 patent by practicing one or more claims of the '355 patent by manufacturing, using, selling,
2 offering to sell, and/or importing interactive whiteboard products including the eBoard Infinity.

3 78. Upon information and belief, in violation of 35 U.S.C. section 271, Defendants
4 have infringed and are continuing to infringe the '355 patent by contributing to and/or actively
5 inducing the infringement by others of the '355 patent by, *inter alia*, the manufacture, use, sale,
6 offering for sale, and/or importation of interactive whiteboard products including the eBoard
7 Infinity.

8 79. Upon information and belief, Defendants have had actual notice of the '355 patent.

9 80. Upon information and belief, Defendants have willfully infringed the '355 patent.

10 81. Upon information and belief, Defendants' acts of infringement of the '355 patent
11 will continue after service of this Complaint unless enjoined by the Court.

12 82. As a result of Defendants' infringement, Plaintiff has suffered and will suffer
13 damages.

14 83. Plaintiff is entitled to recover from Defendants the damages sustained by Plaintiff
15 as a result of Defendants' wrongful acts in an amount subject to proof at trial.

16 84. Unless Defendants are enjoined by this Court from continuing their infringement of
17 the '355 patent, Plaintiff will suffer additional irreparable harm and impairment of the value of its
18 patent rights. Thus, Plaintiff is entitled to a preliminary and permanent injunction against further
19 infringement.

20 21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for a judgment against Defendants as follows:

23 A. That Defendants be declared to have willfully infringed, induced others to infringe
24 and/or committed acts of contributory infringement with respect to the claims of the patents-in-suit
25 as alleged above;

26 B. That Defendants and their officers, agents, servants, employees, and all those
27 persons acting or attempting to act in active concert or in participation with them or acting on their
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behalf be immediately, preliminarily and permanently enjoined from further infringement of the patents-in-suit pursuant to 35 U.S.C. section 283;

C. That Defendants be ordered to account for and pay to Plaintiff all damages caused to Plaintiff by reason of Defendants infringement of the patents-in-suit pursuant to 35 U.S.C. section 284 and that such damages be trebled in view of the willful and deliberate nature of the infringement;

D. That Plaintiff be granted pre-judgment and post-judgment interest on the damages caused to it by reason of Defendants' infringement of the patents-in-suit;

E. That Defendants be ordered to pay all costs associated with this action;

F. That this Court determine that this patent infringement case is exceptional and award Plaintiff its attorneys' fees incurred in this action pursuant to 35 U.S.C. section 285; and

G. That Plaintiff be granted such other and additional relief as the Court deems just and proper.

Dated: July 24, 2014

SKAGGS FAUCETTE LLP

By: /s/
Jeffrey E. Faucette
Attorneys for Plaintiff LUIDIA, INC.

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff hereby demands a trial by jury of all issues so triable:

SKAGGS FAUCETTE LLP

By: _____ /s/
Jeffrey E. Faucette
Attorneys for Plaintiff LUIDIA, INC.