

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

|  |   |                        |
|--|---|------------------------|
| _____                                      | ) |                        |
| Thomson Licensing SAS                      | ) |                        |
| and Thomson Licensing LLC,                 | ) |                        |
|  | ) |                        |
| Plaintiffs,                                | ) |                        |
|  | ) | Civil Action No. _____ |
| v.   | ) |                        |
|  | ) | JURY TRIAL DEMANDED    |
| Qisda Corporation, Qisda America           | ) |                        |
| Corporation, Qisda (Suzhou) Co. Ltd., BenQ | ) |                        |
| Corporation, BenQ America Corporation,     | ) |                        |
| BenQ Latin America, and Realtek            | ) |                        |
| Semiconductor Corporation,                 | ) |                        |
|  | ) |                        |
| Defendants.                                | ) |                        |
| _____                                      | ) |                        |

**COMPLAINT FOR PATENT INFRINGEMENT**

Thomson Licensing SAS and Thomson Licensing LLC (collectively, “Thomson Licensing”) bring this action against Qisda Corporation, Qisda America Corporation, and Qisda (Suzhou) Co. Ltd. (collectively, “the Qisda parties”), BenQ Corporation, BenQ America Corporation, and BenQ Latin America (collectively, “the BenQ parties”), and Realtek Semiconductor Corporation (Realtek) and allege as follows:

**PARTIES**

1. Thomson Licensing SAS is a French société par actions simplifiées organized and existing under the laws of France. Thomson Licensing SAS maintains its principal place of business at 1-5 rue Jeanne d’Arc, 92130 Issy-les-Moulineaux, France.

2. Thomson Licensing LLC is organized and existing under the laws of Delaware. Thomson Licensing LLC maintains its principal place of business at 2 Independence Way, Princeton, New Jersey 08543.

3. Thomson Licensing SAS is a wholly-owned subsidiary of Technicolor, S.A., a French société anonyme. Thomson Licensing LLC is a wholly-owned subsidiary of Technicolor USA, Inc., which is a wholly-owned subsidiary of Technicolor, S.A.

4. On information and belief, Qisda Corporation (Qisda) is a Taiwanese corporation with a principal place of business at 157 Shan-Ying Road, Gueishan, Taoyuan 333, Taiwan, R.O.C. On information and belief, Qisda is in the business of developing, manufacturing, marketing, and selling liquid crystal display (LCD) devices, including monitors, televisions, modules, and panels (LCD Products). Qisda directs those products to the United States, including this judicial district, through established distribution channels under various brand names knowing that these products are imported into, sold, offered for sale, and/or used within the United States, including this judicial district.

5. On information and belief, Qisda America Corporation (Qisda America) is a subsidiary of Qisda, and is organized and existing under the laws of California with its principal place of business at 8941 Research Drive, Suite 200, Irvine, CA 92618. On information and belief, Qisda America is in the business of either directly or indirectly importing into, selling, and/or offering for sale LCD Products within the United States, including this judicial district.

6. On information and belief, Qisda (Suzhou) Co., Ltd. (Qisda Suzhou) is a subsidiary of Qisda, and is organized and existing under the laws of China with a principal place of business at 169 Zhujiang Road, Suzhou, China 215015. On information and belief, Qisda Suzhou manufactures LCD Products overseas, and Qisda Suzhou and others then import those LCD Products into the United States, sell them after they have been imported into the United States, or sell them for importation into the United States, including this judicial district.

7. On information and belief, BenQ Corporation (BenQ) is a subsidiary of Qisda, and is organized and existing under the laws of Taiwan with a principal place of business at 16 Jihu Road, Neihu, Taipei 114, Taiwan R.O.C. On information and belief, BenQ designs, distributes, markets, and sells LCD Products, manufactured by or for Qisda or BenQ or their affiliates. On information and belief, BenQ imports LCD Products into the United States, sells them for importation into the United States, and/or sells them after they have been imported into the United States, including this judicial district.

8. On information and belief, BenQ America Corporation (BenQ America), is a subsidiary of BenQ, and is organized and existing under the laws of California with a principal place of business at 15375 Barranca Parkway, Suite A-205, Irvine, CA 92618. On information and belief, BenQ America distributes and markets LCD Products, manufactured by or for Qisda or BenQ or their affiliates. On information and belief, BenQ America imports LCD Products into the United States, sells them for importation into the United States, and/or sells them after they have been imported into the United States, including this judicial district.

9. On information and belief, BenQ Latin America Corporation (BenQ Latin America) is a subsidiary of BenQ Corporation, and is organized and existing under the laws of Florida with a principal place of business at 8200 NW 33rd Street, Suite 301, Miami, FL 33122. On information and belief, BenQ Latin America distributes and markets LCD Products, manufactured by or for Qisda or BenQ or their affiliates. On information and belief, BenQ America imports LCD Products into the United States, sells them for importation into the United States, and/or sells them after they have been imported into the United States, including this judicial district.

10. On information and belief, Realtek is a Taiwanese corporation with its principal place of business at No. 2 Innovation Road II, Hsinchu Science Park, Hsinchu 300, Taiwan, R.O.C. On information and belief, Realtek is in the business of developing, manufacturing, marketing, and selling integrated circuit chips that are incorporated into LCD Products by the Qisda parties and BenQ parties, and that are then imported into, sold, and/or offered for sale within the United States, including this judicial district.

### **JURISDICTION AND VENUE**

11. This is an action for patent infringement arising under the patents laws of the United States, 35 U.S.C. § 1, *et seq.* Accordingly, this Court has subject matter jurisdiction over this cause of action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

12. This Court has personal jurisdiction over Qisda, Qisda America, Qisda Suzhou, BenQ, BenQ America, BenQ Latin America, and Realtek because, among other reasons, they have committed and continue to commit acts of patent infringement in this judicial district, and have placed infringing products into the stream of commerce by shipping those products into this judicial district or knowing that the devices would be shipped into this judicial district.

13. Venue in this judicial district is proper pursuant to 28 U.S.C. §§ 1391 and 1400(b).

### **THE ASSERTED PATENTS**

14. Thomson Licensing SAS owns, by assignment, all title, right, and interest in and to United States Letters Patent No. 6,121,941, entitled “Method and Device for the Controlling of Matrix Displays,” which was duly and legally issued by the United States Patent & Trademark Office (Patent Office) on September 19, 2000. A copy of the ’941 patent is attached as Exhibit A.

15. Thomson Licensing SAS owns, by assignment, all title, right, and interest in and to United States Letters Patent No. 5,978,063, entitled “Smart Spacers For Active Matrix Liquid

Crystal Projection Light Valves,” which was duly and legally issued by the Patent Office on November 2, 1999. A copy of the ’063 patent is attached as Exhibit B.

16. Thomson Licensing SAS owns, by assignment, all title, right, and interest in and to United States Letters Patent No. 5,648,674, entitled “Array Circuitry With Conductive Lines, Contact Leads, And Storage Capacitor Electrode All Formed In Layer That Includes Highly Conductive Metal,” which was duly and legally issued by the Patent Office on July 15, 1997. A copy of the ’674 patent is attached as Exhibit C.

17. Thomson Licensing SAS owns, by assignment, all title, right, and interest in and to United States Letters Patent No. 5,375,006, entitled “Twisted Nematic Liquid Crystal Display Devices With Optical Axis Of Birefringent Layer Inclined With Respect To Birefringent Layer Normal,” which was duly and legally issued by the Patent Office on December 20, 1994. A copy of the ’006 patent is attached as Exhibit D.

18. Thomson Licensing SAS owns, by assignment, all title, right, and interest in and to United States Letters Patent No. 5,041,888, entitled “Insulator Structure For Amorphous Silicon Thin-Film Transistors,” which was duly and legally issued by the Patent Office on August 20, 1991. A copy of the ’888 patent is attached as Exhibit E.

19. Thomson Licensing SAS owns, by assignment, all title, right, and interest in and to United States Letters Patent No. 5,153,754, entitled “Multi-Layer Address Lines For Amorphous Silicon Liquid Crystal Display Devices,” which was duly and legally issued by the Patent Office on October 6, 1992. A copy of the ’754 patent is attached as Exhibit F.

20. The ’941 patent, the ’063 patent, the ’674 patent, the ’006 patent, the ’888 patent, and the ’754 patent are collectively referred to herein as the “patents-at-issue.”

21. Thomson Licensing LLC is authorized, under the terms of an agreement between it and Thomson Licensing SAS, to grant licenses under Thomson Licensing SAS's patents, including the patents-at-issue, to third parties for the manufacture and sale of consumer electronics products and is responsible for granting such licenses throughout the world.

#### **CLAIM FOR PATENT INFRINGEMENT**

22. On information and belief, in violation of 35 U.S.C. § 271, the Qisda parties, the BenQ parties, and Realtek have, without authorization or license, infringed and continue to directly infringe, contributorily infringe, and/or induce infringement of the '941 patent in this judicial district and elsewhere in the United States through the manufacture, use, offer for sale, sale, and/or importation of LCD Products. This group of products includes, but is not limited to, a BenQ LCD Monitor Model G2200W containing a Chimei Innolux M220Z1-L03-Rev.C1 panel and a Realtek RTD2545LH scaler chip, and other components that embody and/or employ the claimed structures and/or operate or are manufactured according to claimed processes of the '941 patent. The Qisda parties, the BenQ parties, and Realtek will continue to infringe the '941 patent unless enjoined therefrom by this Court.

23. On information and belief, in violation of 35 U.S.C. § 271, the Qisda parties and the BenQ parties have, without authorization or license, infringed and continue to directly infringe, contributorily infringe, and/or induce infringement of the '063 patent in this judicial district and elsewhere in the United States through the manufacture, use, offer for sale, sale, and/or importation of LCD Products. This group of products includes, but is not limited to, a BenQ LCD Monitor Model G2200W containing a Chimei Innolux M220Z1-L03-Rev.C1 panel, and other components that embody and/or employ the claimed structures and/or operate or are manufactured

according to claimed processes of the '063 patent. The Qisda parties and the BenQ parties will continue to infringe the '063 patent unless enjoined therefrom by this Court.

24. On information and belief, in violation of 35 U.S.C. § 271, the Qisda parties and the BenQ parties have, without authorization or license, infringed and continue to directly infringe, contributorily infringe, and/or induce infringement of the '674 patent in this judicial district and elsewhere in the United States through the manufacture, use, offer for sale, sale, and/or importation of LCD Products. This group of products includes, but is not limited to, a BenQ LCD Monitor Model G2200W containing a Chimei Innolux M220Z1-L03-Rev.C1 panel, and other components that embody and/or employ the claimed structures of the '674 patent. The Qisda parties and the BenQ parties will continue to infringe the '674 patent unless enjoined therefrom by this Court.

25. On information and belief, in violation of 35 U.S.C. § 271, the Qisda parties and the BenQ parties have, without authorization or license, infringed and continue to directly infringe, contributorily infringe, and/or induce infringement of the '006 patent in this judicial district and elsewhere in the United States through the manufacture, use, offer for sale, sale, and/or importation of LCD Products. This group of products includes, but is not limited to, a BenQ LCD Monitor Model G2200W containing a Chimei Innolux M220Z1-L03-Rev.C1 panel, and other components that embody and/or employ the claimed structures of the '006 patent. The Qisda parties and the BenQ parties will continue to infringe the '006 patent unless enjoined therefrom by this Court.

26. On information and belief, in violation of 35 U.S.C. § 271, the Qisda parties and the BenQ parties have, without authorization or license, infringed and continue to directly infringe, contributorily infringe, and/or induce infringement of the '888 patent in this judicial district and

elsewhere in the United States through the manufacture, use, offer for sale, sale, and/or importation of LCD Products. This group of products includes, but is not limited to, a Dell LCD Monitor Model E248WFPb, which is manufactured by Qisda, containing a Samsung LTM240CT03 panel, and other components that embody and/or employ the claimed structures of the '888 patent. The Qisda parties and the BenQ parties will continue to infringe the '888 patent unless enjoined therefrom by this Court.

27. On information and belief, in violation of 35 U.S.C. § 271, the Qisda parties and the BenQ parties have, without authorization or license, infringed and continue to directly infringe, contributorily infringe, and/or induce infringement of the '754 patent in this judicial district and elsewhere in the United States through the manufacture, use, offer for sale, sale, and/or importation of LCD Products. This group of products includes, but is not limited to, a BenQ LCD Monitor Model G2200W containing a Chimei Innolux M220Z1-L03-Rev.C1 panel, and other components that embody and/or employ the claimed structures of the '754 patent. The Qisda parties and the BenQ parties will continue to infringe the '754 patent unless enjoined therefrom by this Court.

28. The Qisda parties, the BenQ parties, and Realtek's acts of infringement of the patents-at-issue have caused and will continue to cause Thomson Licensing substantial and irreparable injury, for which Thomson Licensing is entitled to receive injunctive relief and damages adequate to compensate it for such infringement.

29. On information and belief, the Qisda parties, the BenQ parties, and Realtek's acts of infringement of the patents-at-issue have been and are being committed with knowledge of the patents-at-issue, intentionally and in a willful and wanton manner in deliberate disregard of the patent rights of Thomson Licensing.



**DEMAND FOR RELIEF**

WHEREFORE, Thomson Licensing prays that this Court enter judgment in its favor and against the Qisda parties, the BenQ parties, and Realtek and grant the following relief:

30. Enjoin the Qisda parties, the BenQ parties, and Realtek, their officers, agents, servants, employees, and any others acting in concert with the Qisda parties, the BenQ parties, or Realtek from infringing the patents-at-issue.

31. Award Thomson Licensing damages resulting from the Qisda parties, the BenQ parties, and Realtek's acts of infringement, order the Qisda parties, the BenQ parties, and Realtek to account for and pay to Thomson Licensing damages adequate to compensate Thomson Licensing for the infringement of its patent rights, and award Thomson Licensing its costs and pre-judgment and post-judgment interest at the highest rate allowable by law, pursuant to 35 U.S.C. § 284;

32. As a result of the Qisda parties, the BenQ parties, and Realtek's willful acts of infringement, award Thomson Licensing treble damages pursuant to 35 U.S.C. § 284;

33. Declare this case exceptional pursuant to 35 U.S.C. § 285, and award Thomson Licensing its attorney fees, costs and expenses; and

34. Grant Thomson Licensing such other relief as is just and proper.

**JURY DEMAND**

Thomson Licensing hereby demands trial by jury in this action triable of right by jury.

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Dated: September 16, 2010

  
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