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ULTRATECH, INC.
9

10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN JOSE DIVISION**

13
14 ULTRATECH, INC. D/B/A/
ULTRATECH/CAMBRIDGE NANOTECH

15 Plaintiff,

16 v.

17 ENSURE NANOTECH (BEIJING), INC.;
18 ENSURE NANOTECH LLC D/B/A ENSURE
SCIENTIFIC GROUP LLC; and DONGJUN
19 WANG

20 Defendants.

Case No.

COMPLAINT FOR

1. **PATENT INFRINGEMENT**
2. **MISAPPROPRIATION OF TRADE SECRETS**
3. **UNFAIR COMPETITION; AND**
4. **BREACH OF CONTRACT**

JURY TRIAL DEMANDED

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22 Plaintiff Ultratech, Inc. ("Ultratech" or "Plaintiff") d/b/a Ultratech/Cambridge NanoTech,
23 by and through its undersigned attorneys, hereby files this Complaint against Ensure NanoTech
24 (Beijing), Inc., Ensure NanoTech LLC d/b/a Ensure Scientific Group LLC (collectively
25 "Ensure"), and Dongjun Wang (all collectively "Defendants"), as follows:
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1 **INTRODUCTION**

2 1. For three years, Start Science (Beijing) Co., Ltd. (“Start Science”) served as a sales
3 agent in China for Cambridge NanoTech, providing marketing, sales, and customer support for
4 Cambridge NanoTech’s advanced nanotechnology production systems. While an agent of
5 Cambridge NanoTech, Start Science and its President, Dongjun Wang, received access to
6 Cambridge NanoTech’s products and numerous confidential Cambridge NanoTech documents,
7 including design drawings and highly valuable trade secrets. Cambridge NanoTech terminated
8 the agency relationship in 2011. In 2012, Ultratech purchased the assets of Cambridge NanoTech
9 and continued manufacturing and selling its advanced nanotechnology production systems.

10 2. Dongjun Wang formed and became President and CEO of another company in
11 China – Ensure – and eventually began competing with Ultratech in the United States based on
12 copies of Ultratech’s designs. In 2013, Dongjun Wang and Ensure began selling to university
13 researchers in the United States discounted copies of Ultratech’s patented nanotechnology
14 production systems that infringe Ultratech’s patent rights and misappropriate Ultratech’s highly
15 valuable trade secrets. Dongjun Wang and Ensure additionally created a domestic Limited
16 Liability Company and opened a sales demo showroom at the University of Toledo in a further
17 effort to sell products that infringe Ultratech’s valuable intellectual property rights. By this
18 action, Plaintiff Ultratech seeks damages and injunctive relief against Dongjun Wang and Ensure
19 for patent infringement, misappropriation of Ultratech’s valuable trade secrets, and unfair
20 competition under California common law. Ultratech additionally seeks relief against Dongjun
21 Wang for breach of his contract with Cambridge NanoTech.

22 **PARTIES**

23 3. Plaintiff Ultratech, which also does business as Ultratech/Cambridge NanoTech, is
24 a corporation organized and existing under the laws of the State of Delaware with its principal
25 place of business at 3050 Zanker Road, San Jose, California 95134. Ultratech is a leading
26 supplier of semiconductor processing systems used to manufacture semiconductor devices and
27 high-brightness LEDs.

28 4. Defendant Ensure NanoTech (Beijing), Inc. is a corporation organized and existing

1 under the laws of China with its principal place of business at No.4 Shangdi Street, 1-2-104,
2 Haidian District, Beijing 100085, China. Ensure NanoTech (Beijing), Inc. manufactures, sells,
3 offers to sell, and imports thermal and plasma-enhanced atomic layer deposition (“ALD”)
4 equipment.

5 5. Defendant Ensure NanoTech LLC, which also does business as Ensure Scientific
6 Group LLC, is an Ohio limited liability company with a place of business at 2600 Dorr Street,
7 Toledo, Ohio 43606. Ensure NanoTech LLC manufactures, sells, offers to sell, and imports
8 thermal and plasma-enhanced ALD equipment.

9 6. On information and belief, Defendant Dongjun Wang is an individual who resides
10 in China. Dongjun Wang is, and at all relevant times was, the principal and/or sole owner of
11 Ensure and Start Science. Corporate filings for Start Science state that Dongjun Wang is the
12 executive director, shareholder, and legal representative for Start Science. Corporate filings for
13 Ensure NanoTech (Beijing), Inc. state that Dongjun Wang is the executive director and legal
14 representative of Ensure NanoTech (Beijing), Inc. Ultratech is informed and believes that, at all
15 relevant times, there has been such unity of interest and ownership between Start Science and
16 Dongjun Wang, and between Ensure and Dongjun Wang, that any individuality and separateness
17 between them did not and does not exist, that each of Start Science and Ensure are alter egos of
18 Dongjun Wang, and that adherence to the fiction of the separate existence of Start Science and
19 Ensure would permit abuse of any applicable privilege and promote an inequitable result.

20 **NATURE OF THE ACTION**

21 7. This action seeks to stop Ensure and Dongjun Wang from their unauthorized and
22 unlawful use of Ultratech’s patents and trade secrets.

23 8. Ensure and Dongjun Wang have infringed and continue to infringe, contributed to
24 the infringement of, and/or actively induced others to infringe Ultratech’s U.S. Patent No.
25 8,202,575 (the “575 Patent”).

26 9. Ensure and Dongjun Wang have additionally misappropriated Ultratech’s trade
27 secret information in violation of Cal Civ. Code § 3426, *et seq.*, and unlawfully and unfairly
28 compete with Ultratech in violation of California common law.

1 “[a]ny litigation arising under or related to this Agreement shall be brought in the United States
2 District Court . . . in which [Cambridge NanoTech’s] corporate headquarters are located at the
3 time the litigation is initiated. [Start Science] hereby submits to the personal jurisdiction of these
4 courts and waives all objections to placing venue before them.” A true and correct copy of the
5 executed Sales Agency Agreement is attached hereto as Exhibit A.

6 16. Venue is proper in this Judicial District under 28 U.S.C. §§ 1391(b)-(c) and
7 1400(b) because a substantial part of the events giving rise to Ultratech’s claims occurred in this
8 Judicial District, entitling Ultratech to relief.

9 **INTRADISTRICT ASSIGNMENT**

10 17. Pursuant to Civil L.R. 3-2(c), this case is appropriate for assignment on a
11 district-wide basis because this is an Intellectual Property Action and because Ultratech was
12 injured in San Jose, which is a substantial basis, giving rise to the claims in this Complaint.

13 **FACTUAL BACKGROUND**

14 18. Founded in 1979, Ultratech designs, builds, and markets manufacturing systems
15 for the global technology industry. Ultratech serves three core markets: front-end semiconductor,
16 back-end semiconductor, and nanotechnology. Ultratech is a leading supplier of lithography,
17 laser-processing, and inspection systems used to manufacture semiconductor devices and
18 high-brightness LEDs. Ultratech’s state-of-the-art technologies are considered by today’s leading
19 chipmakers to be the gateway to future device generations. Industry leaders from the
20 semiconductor, display, and nanotechnology markets look to Ultratech to provide highly reliable,
21 cost-effective technology solutions that enable today’s and tomorrow’s sophisticated devices.
22 Ultratech’s advanced packaging lithography systems deliver compelling yield gains and superior
23 packaging performance at the industry’s lowest overall cost of ownership. Ultratech is also the
24 market leader and pioneer of laser spike anneal technology for the production of advanced
25 semiconductor devices.

26 19. On December 19, 2012, Ultratech acquired the assets of Cambridge NanoTech,
27 Inc. (“Cambridge NanoTech”), becoming the leading supplier of Atomic Layer Deposition
28 (“ALD”) systems to academic and industrial institutions worldwide. ALD is a cutting edge

1 thin-film deposition nanotechnology, whereby nanometer-thin films are used to coat materials
2 one atomic layer at a time. Due to the increasing interest in nanoscience, ALD has emerged as a
3 critical technology for depositing precise nanometer-thin film coatings on a variety of substrate
4 materials for semiconductor applications and other devices. ALD has the potential to optimize
5 product design across a wide array of applications—from making silicon chips run faster, to
6 increasing the efficiency of solar panels, to improving the safety of medical implants. As a result,
7 ALD has emerged in high demand in volume manufacturing environments and in particular for
8 micro-electro-mechanical systems (MEMs), implantable devices in the biomedical sector, and
9 batteries and fuel cells in the energy arena. With the acquisition of Cambridge NanoTech,
10 Ultratech expanded its nanotechnology and intellectual property portfolio with ALD technology
11 to provide solutions for new layers within the electronics industry and entry into new markets,
12 such as biomedical and energy.

13 20. Ultratech’s proprietary ALD systems provide ultra-thin film coatings and material
14 features with significant advantages compared to other techniques for depositing thin films.
15 Ultratech’s ALD systems enable the next generation of large-scale manufacturing thin film
16 technology. Ultratech’s ALD systems replace older deposition techniques such as evaporation,
17 sputtering, and chemical vapor deposition, by providing virtually perfect, uniform films over
18 large substrates, high reproducibility, and low temperature deposition.

19 21. Ultratech ALD systems are manufactured and engineered in the United States.
20 Ultratech has over 400 ALD systems installed and in operation at research sites around the world.
21 Over 800 published academic papers feature research performed on Ultratech’s ALD systems. In
22 addition, Ultratech supports its products with a staff of five Ph.D.-level scientists based in the
23 United States.

24 22. With over 300 systems installed worldwide, Ultratech’s Savannah series thermal
25 ALD system is the standard for ALD research and development. Ultratech’s Savannah series
26 combines ease of use and experimental flexibility into a compact, inexpensive package.
27 Savannah’s efficient use of precursors and power-saving features substantially reduces the cost of
28 operating a thin film deposition system.

1 23. With more than 60 systems installed worldwide, Ultratech’s Fiji series plasma
2 ALD system is equipped with a plasma generator to enable plasma-enhanced ALD. Fiji provides
3 thermal and plasma-enhanced deposition, using a flexible architecture and multiple configurations
4 of precursors and plasma gases.

5 24. Ultratech has perfected ALD as a manufacturing-grade technology for the
6 industrial production by scaling up the ALD process and implementing it into automation lines
7 and cluster tools around the world. Ultratech’s Phoenix series ALD system is a batch ALD tool
8 capable of holding a large number of substrates at one time. Technologists and researchers rely
9 on the Phoenix for repeatable, highly accurate film deposition on flat and 3D substrates alike.

10 25. Ultratech invests heavily in research and development, developing cutting edge
11 technology to become and remain an industry leader. Ultratech has secured patents that cover its
12 ALD products, including the ’575 Patent. A key feature of Ultratech’s ALD systems is its
13 patented ALD Shield™ vapor trap to prevent build-up of deposits and minimize excess process
14 gases from being exhausted into the environment. The ’575 Patent is titled “Vapor Deposition
15 Systems and Methods” and was issued on June 19, 2012. A true and correct copy of the ’575
16 Patent is attached hereto as Exhibit B. Ultratech owns all rights, title, and interest in the ’575
17 Patent.

18 26. Ultratech and its predecessor-in-interest, Cambridge NanoTech, have worked for
19 years on the development of proprietary ALD systems for research and commercial use. Creating
20 extremely uniform and precise nanometer thick coatings on a variety of substrate materials having
21 different surface topographies, involves a variety of design challenges. Ultratech has
22 differentiated itself in the marketplace by developing proprietary ALD deposition equipment that
23 addresses these challenges in new and innovative ways.

24 27. Ultratech takes reasonable steps to maintain the confidentiality of its trade secret
25 and other confidential and proprietary information, including but not limited to restrictions on
26 access to the company’s computer networks, restrictions on access to the company’s offices and
27 laboratories; marking confidential documents; and written contracts restricting disclosure and use
28 of confidential company information by its agents and employees. Ultratech’s trade secret and

1 other confidential and proprietary information cannot be purchased or derived from publicly
2 available sources and is not generally known. The proprietary information at issue here is only
3 available from Ultratech and select Ultratech employees who, by virtue of their position within
4 Ultratech, have authorized access to and a need to utilize this information in connection with their
5 work for Ultratech.

6 28. Ultratech's trade secrets and other confidential and proprietary information have
7 tremendous economic value to Ultratech, which Ultratech derives from their secrecy, in that
8 competitors and other third parties could readily use that information to their commercial
9 advantage. Competitors could use this information to their advantage to develop technologies in
10 direct competition with Ultratech. The disclosure and use of Ultratech's trade secrets and other
11 confidential and proprietary information would provide a distinct advantage to anyone competing
12 against Ultratech, and if disclosed to competitors, the disclosure and use would cause significant
13 damage to Ultratech's business.

14 29. Disclosure of Ultratech's trade secrets and other confidential and proprietary
15 information to competitors of Ultratech would deprive Ultratech of the benefits of the
16 considerable time, energy, financial and other resources, it expended to develop them, would give
17 a competitive advantage to Ultratech's competitors and would, among other things, negatively
18 impact Ultratech's business.

19 30. On March 12, 2008, Cambridge NanoTech entered into a Sales Agency Agreement
20 with Start Science for sales, customer support, and marketing services in Taiwan. Start Sciences
21 is a corporation existing under the laws of China with a place of business at 3-1-9B in.do
22 Mansion, No.48 Zhichun Road A, Haidian District, Beijing, China 100098. The Sales Agency
23 Agreement was executed by Start Science President, Dongjun Wang.

24 31. Ultratech, as the successor to Cambridge NanoTech, is entitled to the benefit of the
25 Sales Agency Agreement. The Sales Agency Agreement provides that the agreement "will be
26 binding on and will inure to the benefit of the parties, and their respective successors, successors
27 in title, and assigns." See Exhibit A, Section 5.2.

28 32. The Sales Agency Agreement includes a confidentiality provision, obligating Start

1 Science to maintain Cambridge NanoTech's confidential information as confidential and
2 prohibiting Start Science from using Cambridge NanoTech's confidential and proprietary
3 information for any purpose other than for work for Cambridge NanoTech. *See* Exhibit A,
4 Section 3.2. The Sales Agency Agreement provides that all confidential information would
5 remain in confidence for five years, following termination of the agreement, and that all trade
6 secrets would remain subject to the confidentiality obligations for as long as such information
7 remained a trade secret.

8 33. The Sales Agency Agreement additionally obligated Start Science, during the term
9 of the agreement and for three years thereafter, to represent and work exclusively with Cambridge
10 NanoTech and not with Cambridge NanoTech's direct or indirect competitors. *See* Exhibit A,
11 Section 1.5.

12 34. As part of the agency relationship, Start Science and Dongjun Wang were
13 provided with access to Cambridge NanoTech products and to Cambridge NanoTech's sales and
14 marketing materials, including proprietary and confidential design drawings for Cambridge
15 NanoTech's systems. Start Science was also given access to Cambridge NanoTech's price lists,
16 parts lists, vendor information, and Cambridge NanoTech's confidential analyses on the
17 competition.

18 35. Access to Ultratech's trade secret and other confidential information, together with
19 related technical documentation and information, is not commonly provided to the general public
20 or to other persons who can obtain economic value from its disclosure or use. The secrecy of this
21 information provides Ultratech a substantial business advantage.

22 36. On August 30, 2011, Cambridge NanoTech terminated its Sales Agency
23 Agreement with Start Science by letter to Dongjun Wang. The termination letter provided that
24 Start Science was to immediately stop engaging in new sales opportunities on behalf of
25 Cambridge NanoTech and to terminate efforts toward existing sales opportunities on December
26 31, 2011.

27 37. On October 12, 2009, Dongjun Wang formed and became President and CEO of
28 Ensure. The initial business scope of the company was technology promotion. Subsequently,

1 Ensure changed its business scope and began selling copies of Cambridge NanoTech's and
2 Ultratech's ALD systems. Ensure revised its business scope on March 25, 2014, to include
3 development, transfer, consulting, service and training of technology; basic software service;
4 application software service; computer system service; data processing; computer maintenance;
5 sales of computer, software and ancillary devices, electronic products, machinery equipment,
6 communication equipment, hardware & electric materials, and chemicals (excluding dangerous
7 chemicals and first class poisonous chemicals).

8 38. Defendants have misappropriated and continue to use Ultratech's trade secret,
9 confidential and other proprietary information to form a business to compete with Ultratech using
10 Ultratech's trade secret and other proprietary information. Defendants have used Ultratech's
11 proprietary, confidential, commercially sensitive, and trade secret information to develop a
12 competing business and to assess numerous business opportunities and strategies. Defendants
13 have incorporated into their products trade secrets from at least Ultratech's reactor designs,
14 unique vapor trap, and precursor distribution systems.

15 39. Defendants created a domestic Limited Liability Company, Ensure NanoTech
16 LLC, and opened a sales demo showroom at the University of Toledo to sell ALD products. On
17 January 7, 2013, Ensure NanoTech LLC registered in Ohio as a for-profit limited liability
18 company whose activities include "manufacturing and selling thin film coating equipment."

19 40. Dongjun Wang formed Ensure as a competing business and directly competes with
20 Ultratech for sales of ALD products in violation of the exclusivity terms of the Sales Agency
21 Agreement. Dongjun Wang further violated his contractual obligations under the Sales Agency
22 Agreement by disclosing and misappropriating Ultratech's confidential information and trade
23 secrets to third parties, including but not limited to Ensure.

24 41. Ensure's ALD products are copies of Ultratech's patented and proprietary ALD
25 designs. For example, Ensure's Flow™ and Stop Flow™ deposition modes of operation are
26 copies of Ultratech's Continuous Mode and Exposure Mode™ deposition modes of operation. As
27 another example, Ensure's LabNano-9000™ series thermal ALD system is a copy of Ultratech's
28 Savannah thermal ALD system, depicted below. As yet another example, Ensure's LabNano-

1 PE™ series plasma ALD system is a copy of Ultratech's Fiji plasma ALD system, including the
2 same precursor gas delivery system and plasma delivery system, depicted below. As yet a further
3 example, Ensure's FabNano™ series thermal ALD system is a copy of Ultratech's Phoenix batch
4 thermal ALD system, also depicted below.

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6 **Ultratech Gen 1 Savannah Thermal ALD**



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Ensure LabNano-9000™ series Thermal ALD



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Ultratech Gen 1 Fiji Plasma ALD



Ensure LabNano-PE™ Plasma ALD



Ultratech Phoenix Thermal ALD



Ensure FabNano™ Thermal ALD



42. Dongjun Wang additionally substantially copied aspects of Ultratech’s Fiji plasma ALD system in an international patent application filed on April 3, 2013, titled “Plasma Enhanced Atomic Layer Deposition Device,” International Application No. PCT/CN2013/073761. The application published on October 9, 2014, as WO/2014/161199, depicting a similar plasma source

1 vertically separated from the precursor line, similar chamber design with a narrow top widening
2 at the position where the sample is placed, similar sample holder on top of a heated chuck, similar
3 use of a bottom cone piece, similar trap, mechanical pumping system, and bypass system.

4 43. On November 13, 2013, the University of Toledo released a RFP for an ALD tool.
5 Ultratech timely replied to the RFP with a competitive bid, including a quote and technical
6 proposal. On December 20, 2013, the RFP was withdrawn. In January 2014, a new RFP was
7 released with specifications that matched the Ensure LabNano-9000™ series thermal ALD
8 system, which is a copy of Ultratech's Savannah thermal ALD system. Ultratech timely replied
9 to the revised RFP with a second competitive bid, including a quote and technical proposal. The
10 University of Toledo purchased Ensure's system.

11 44. Ensure's website lists an office location on the University of Toledo campus. The
12 "Ensure Scientific Group North America Sales and Support Center" is located at "2600 Dorr
13 Street, Toledo, Ohio 43606." See Ensure Scientific Contact Page, [http://ennano.com/en/contact-](http://ennano.com/en/contact-us.php)
14 [us.php](http://ennano.com/en/contact-us.php). The same address is listed for the University of Toledo's "Research and Technology
15 Complex I," part of the University of Toledo's "LaunchPad Incubation" program. See University
16 of Toledo LaunchPad Incubation Locations, <http://www.utoledo.edu/incubator/locations.html>.

17 45. On October 22, 2014, the University of Memphis released a RFP for an ALD tool.
18 Ultratech timely replied to the RFP with a competitive bid, including a quote and technical
19 proposal. On November 10, 2014, Ultratech was informed that Ensure had undercut Ultratech's
20 bid and had been awarded the contract. Ensure's bid was based on Ensure's copied systems.

21 **FIRST CLAIM FOR RELIEF**
22 **INFRINGEMENT OF U.S. PATENT NO. 8,202,575**
23 **(AGAINST ALL DEFENDANTS)**

24 46. Ultratech repeats and realleges each and every allegation contained in the
25 preceding paragraphs, with the same force and effect as if repeated in full here.

26 47. The '575 Patent provides systems and methods for improved ALD systems. The
27 '575 Patent discloses, *inter alia*, an atomic layer deposition process, including introducing a first
28 and second precursor into an ALD reaction chamber through an inlet precursor port formed in the
bottom surface of the reaction chamber and removing gaseous species through an outlet port

1 formed in the bottom surface of the reaction chamber. The '575 Patent additionally discloses a
2 trap designed to trap and absorb un-reacted precursor material that is removed from the reaction
3 chamber.

4 48. Defendants have directly infringed and continue to directly infringe at least claim
5 1 of the '575 Patent by making, using, offering to sell, selling, importing, or supporting their
6 infringing devices, including but not limited to the LabNano-9000™ ALD system. Defendants
7 have acted without authority or license from Ultratech, in violation of 35 U.S.C. § 271(a).

8 49. Defendants have indirectly infringed the '575 Patent by inducing infringement by
9 others, such as customers, and end users, in accordance with 35 U.S.C. § 271(b), in this District
10 and elsewhere in the United States. Direct infringement is the result of activities performed by
11 the customers and/or end-use customers by, for example, the manufacture, offer for sale, sale,
12 importation, or use of infringing devices.

13 50. Defendants have induced and continue to induce infringement of the '575 Patent
14 by intending that others infringe the '575 patent by making, using, importing, offering for sale, or
15 selling in the United States products covered by at least claim 1 of the '575 Patent including, but
16 not limited to, the products listed above.

17 51. Defendants received notice of the '575 Patent at least as of the date this complaint
18 was filed and served.

19 52. Defendants designed the infringing products such that they would each infringe
20 one or more claims of the '575 Patent if made, used, sold, offered for sale, or imported into the
21 United States.

22 53. Defendants have provided the infringing products to others, such as customers and
23 end users, who, in turn, offer for sale, sell, import, or use these infringing products to infringe one
24 or more claims of the '575 Patent. Through their manufacture, testing, use, and/or sale of the
25 infringing products, Defendants specifically intend that customers and end users will infringe one
26 or more claims of the '575 Patent.

27 54. Defendants specifically intend for others, such as customers and end users, to
28 directly infringe one or more claims of the '575 Patent in the United States. Defendants have

1 provided customers and end users instructions, user guides, and technical specifications. When
2 customers and end users follow such instructions, user guides, and/or other design documentation,
3 they directly infringe one or more claims of the '575 Patent. Defendants know that by providing
4 such instructions, user guides, and/or other design documentation, customers and end users follow
5 those instructions, user guides, and other design documentation, and directly infringe one or more
6 claims of the '575 Patent. Defendants thus know that their actions actively induce infringement.

7 55. Defendants have specifically targeted the United States market for their products
8 listed above and have actively induced customers and end users to directly infringe one or more
9 claims of the '575 Patent in the United States.

10 56. For example, Defendants promote their ALD systems at technical film deposition
11 conferences throughout the United States. Defendants participated in a vendor exhibition at the
12 American Vacuum Society ("AVS") 61st International Symposium & Exhibition on November 9-
13 14, 2014 in Baltimore, Maryland. *See* [http://myemail.constantcontact.com/AVS-61---Look-Who-](http://myemail.constantcontact.com/AVS-61---Look-Who-is-Exhibiting.html?soid=1101176060676&aid=NKdbODosnA0)
14 [is-Exhibiting.html?soid=1101176060676&aid=NKdbODosnA0](http://myemail.constantcontact.com/AVS-61---Look-Who-is-Exhibiting.html?soid=1101176060676&aid=NKdbODosnA0).

15 57. As another example, Defendants maintain a sales office and demo showroom in
16 the United States for targeting the United States market. *See* Ensure Scientific Contact Page,
17 <http://ennano.com/en/contact-us.php>.

18 58. Defendants have provided training, both in their labs and at customer sites, "on the
19 principle of atomic layer deposition and operation of our ALD tools." *See* Ensure Services,
20 <http://ennano.com/en/service.php?id=23>. Defendants' technical team "conducts R&D in ALD
21 process and device characterization to provide our customers with suggestion[s] on choice of
22 materials and standard recipes." *See* Ensure About Us, <http://ennano.com/en/about-us.php?id=27>.
23 Defendants have also provided coating services and volume deposition services to their customers
24 and industrial partners.

25 59. Defendants have introduced products and services that infringe the Asserted
26 Patents, intending that they would be sold in this judicial district and elsewhere in the United
27 States.

28 60. Defendants have indirectly infringed the '575 Patent by contributing to

1 infringement by others, such as customers and end users, in accordance with 35 U.S.C. § 271(c),
2 in this judicial district and elsewhere in the United States. Direct infringement is the result of
3 activities performed by the customers and end users of the infringing products.

4 61. For example, Defendants' infringing products identified above allow for the
5 deposition of precursor materials in an ALD deposition process. When the infringing products
6 are used as intended in the products of Defendants' customers and end users, the infringing
7 products must necessarily perform an ALD deposition process in an infringing manner. The
8 infringing products cannot operate in an acceptable manner without the ALD deposition process
9 claimed in the '575 Patent.

10 62. From the facts set forth above, it is evident that Defendants knew or should have
11 known that the ability to perform ALD deposition in the infringing products is especially made or
12 especially adapted to operate in the products of Defendants' customers and end users, and is not a
13 staple article or commodity of commerce and that its infringing use is required for operation of
14 the infringing products. Any other use would be unusual, far-fetched, illusory, impractical,
15 occasional, aberrant, or experimental.

16 63. Defendants' infringing products, with the ability to perform ALD deposition, are
17 each a material part of the invention of the '575 Patent and are especially made or adapted to
18 infringe one or more claims of the '575 Patent. Because the manufacturing, offering for sale,
19 sale, and use of the infringing products necessarily infringe one or more claims of the '575 Patent,
20 Defendants' sales of their infringing products have no substantial non-infringing uses.

21 64. Accordingly, Defendants offer to sell, or sell a component, material, or apparatus
22 for use in practicing one or more claims of the '575 Patent, knowing them to be especially made
23 or especially adapted for use in an infringement of such patent, and not a staple article or
24 commodity of commerce suitable for substantial non-infringing use.

25 65. Defendants' infringement of the '575 Patent is willful and deliberate, entitling
26 Ultratech to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in
27 prosecuting this action under 35 U.S.C. § 285.

28 66. Ultratech has no adequate remedy at law for Defendants' infringement of the '575

1 Patent and is suffering irreparable harm, requiring permanent injunctive relief.

2 **SECOND CLAIM FOR RELIEF**
3 **TRADE SECRET MISAPPROPRIATION**
4 **(Cal. Civ. Code § 3426 *et seq.*)**
5 **(AGAINST ALL DEFENDANTS)**

6 67. Ultratech repeats and realleges each and every allegation contained in the
7 preceding paragraphs, with the same force and effect as if repeated in full here.

8 68. Ultratech’s proprietary, confidential, commercially sensitive, and trade secret
9 information comprises documents, files and information that are not generally known to the
10 public or other persons or entities who can obtain economic value from their disclosure or use,
11 including but not limited to Ultratech’s price lists, parts lists, vendor information, competitive
12 analyses, and technical details of Ultratech’s reactor designs, unique vapor trap, and precursor
13 distribution systems. These documents, files and information are the subject of reasonable efforts
14 by Ultratech to maintain their secrecy, and they derive independent economic value from not
15 being generally known. The documents, files and information comprising the Ultratech trade
16 secrets constitute “trade secrets” under California Civil Code section 3426.1.

17 69. Defendants have willfully and maliciously misappropriated Ultratech’s trade
18 secrets by selling and/or licensing products incorporating Ultratech’s trade secret information,
19 and thereby intentionally using and disclosing Ultratech’s trade secrets and derivatives.

20 70. By reason of the above-alleged acts and conduct of Defendants, Ultratech has
21 suffered monetary damages to its business and will suffer great and irreparable harm and
22 continuing damage due to the misappropriation of its trade secrets. The amount of this
23 irreparable harm will be difficult to ascertain, and Ultratech will be without an adequate remedy
24 at law.

25 71. Ultratech is entitled to injunctive relief restraining Defendants, their agents,
26 employees, and all persons acting in concert with Defendants from using, copying, publishing,
27 disclosing, transferring, or selling Ultratech’s trade secrets, or any derivative thereof, and
28 restraining them from obtaining any commercial advantage or unjust enrichment from the
misappropriation of Ultratech’s trade secrets and derivatives.

1 iii) An Order permanently enjoining Defendants and their respective officers, agents,
2 employees, and those acting in privity with them, from further infringement, including
3 contributory infringement and/or inducing infringement, of the '575 Patent;

4 iv) An Order restraining and enjoining Defendants and their respective officers,
5 agents, employees, and those acting in privity with them, from using and disclosing Ultratech's
6 proprietary, confidential, commercially sensitive, and trade secret information;

7 v) An Order requiring Defendants to advise potential customers, potential employers,
8 or other third parties that Ultratech is the originator and owner of the information unlawfully
9 obtained and used by Defendants;

10 vi) An Order requiring Defendants to divulge the identity of the individuals, groups
11 and companies with whom they shared Ultratech's proprietary, confidential, and trade secret
12 information;

13 vii) An Order requiring Defendants to hold in trust during the pendency of this action
14 and transfer to Ultratech at the termination of this litigation, all documents, data, programs, and
15 information relating to Ultratech's proprietary, confidential, and trade secret information;

16 viii) An award of compensatory damages against Defendants, including any
17 consequential or statutory damages, in an amount to be determined at trial;

18 ix) An Order restraining and enjoining Dongjun Wang, and his respective officers,
19 agents, employees, and those acting in privity with him, from further breaches of the Sales
20 Agency Agreement;

21 x) An award of attorneys' fees pursuant to 35 U.S.C. § 285 and as otherwise
22 permitted by law; and

23 xi) An award of any such other costs and further relief as the Court may deem just and
24 proper.

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Dated: December 5, 2014

DARIN W. SNYDER
MICHAEL A. KOPLOW
O'MELVENY & MYERS LLP

By: /s/ Darin W. Snyder
Darin W. Snyder

Attorneys for Plaintiff
Ultratech, Inc.

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JURY DEMAND

Pursuant to Rule 38(b), Ultratech demands a trial by jury on all issues triable thereby.

Dated: December 5, 2014

DARIN W. SNYDER
MICHAEL A. KOPLow
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By: /s/ Darin W. Snyder
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