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10 Attorneys for Plaintiff INNEOS LLC

11 **UNITED STATES DISTRICT COURT**

12 **CENTRAL DISTRICT OF CALIFORNIA**

13 **INNEOS LLC,**

14 A California limited liability company,

15 Plaintiff,

16 v.

17 **OPTICIS CO., LTD.,**

18 A public Korean company, and

19 **OPTICIS USA LLC,**

20 A New Jersey limited liability
21 company,

22 Defendants.

Case No.:

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff Inneos LLC (“Inneos” or “Plaintiff”) files this Complaint for patent
2 infringement against Defendants Opticis Co., Ltd. (“Opticis Korea”) and Opticis
3 USA LLC (“Opticis USA”) (collectively, “Opticis” or “Defendants”) and alleges as
4 follows:

5 **NATURE OF THE ACTION**

6 1. This is an action for patent infringement of United States Patent
7 No. 7,198,416 (“the ’416 Patent”) under the United States Patent Laws, 35 U.S.C.
8 § 1 *et seq.* Over the past two decades, Inneos has developed innovative technologies
9 that make it possible to transmit multiple digital signals over a single strand of fiber
10 optic cable. The ’416 Patent covers one such innovation used in the optical sub-
11 assembly (“OSA”) components incorporated into a wide range of industrial and
12 consumer products. Inneos’ OSA development eliminated the need for multiple fiber
13 optic strands to transmit the same amount of data and resulted in reduced bulk and
14 cost for those implementations. Inneos sells and/or licenses its OSA components to
15 original equipment manufacturers for use in, *inter alia*, the video and data
16 networking markets. For its part, Opticis sells both standalone OSAs as well as
17 various finished products that incorporate OSA components, or “modules.” One
18 such Opticis module is the DVFX-100, One Fiber Detachable Module. Opticis’ OSA
19 components infringe one or more claims of the ’416 Patent. Opticis has known about
20 the ’416 Patent since at least 2013, when Inneos notified Opticis of the ’416 Patent.
21 It appeared that, for a time after Inneos’ notice letter, Opticis refrained from selling
22 infringing OSAs and related products in the United States. However, Opticis has
23 recently resumed its efforts to market and sell infringing OSAs and related products
24 in the United States, making this lawsuit necessary.

25 2. Inneos seeks to recover damages for Opticis’ wrongful conduct and to
26 enjoin, preliminarily and permanently, Opticis’ continuing willful infringement.

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1 **PARTIES**

2 3. Inneos is a limited liability company formed under the laws of
3 California with a principal place of business at 5700 Stoneridge Drive, Suite 200,
4 Pleasanton, California 94588.

5 4. Upon information and belief, Opticis Korea is a corporation organized
6 under the laws of the Republic of Korea and headquartered at 305 Sanseong-daero,
7 3rd floor of Sambournesang Park II, Sujeong-gu, Seongnam-si, Gyeonggi-do, South
8 Korea.

9 5. Upon information and belief, Opticis USA is a limited liability
10 company organized under the laws of New Jersey and with a principal place of
11 business at 17752 Skypark Circle, Suite 230, Irvine, California 92614.

12 **JURISDICTION AND VENUE**

13 6. This is an action for patent infringement arising under the patent laws
14 of the United States, 35 U.S.C. § 1 *et seq.* This Court has subject matter jurisdiction
15 over this action under at least 28 U.S.C. §§ 1331 and 1338(a).

16 7. This Court has specific personal jurisdiction over Opticis Korea
17 because, upon information and belief, Opticis Korea participates in and purposefully
18 directs its subsidiary, Opticis USA, to infringe the '416 Patent. Additionally and/or
19 in the alternative, upon information and belief, this Court has personal jurisdiction
20 over Opticis Korea because of an agency relationship established between it and
21 Opticis USA.

22 8. This Court has personal jurisdiction over Opticis USA because, upon
23 information and belief, Opticis USA's principal place of business is located in this
24 state, through which it markets and sells or has marketed or sold the infringing
25 products described herein.

26 9. Additionally and/or in the alternative, this Court has personal
27 jurisdiction over Opticis because, upon information and belief, Opticis has marketed
28

1 and sold infringing products described herein to customers in this State and this
2 District.

3 10. Venue is proper in this District under 28 U.S.C. § 1400(b) because,
4 upon information and belief, Opticis USA has a regular and established place of
5 business in this District at 17752 Skypark Circle, Suite 230, Irvine, California, and
6 because Opticis USA has committed acts of infringement in this District.
7 Additionally, upon information and belief, venue is proper in this District under 28
8 U.S.C. § 1400(b) because Opticis Korea directs and controls Opticis USA at its
9 regular and established place of business in this District and has caused Opticis USA
10 to commit acts of infringement in this District, and/or because Opticis Korea has
11 committed acts of infringement in this District.

12 11. Additionally, venue is proper over Opticis Korea in this District under
13 28 U.S. C. §1391(c)(3) because defendants that are not United States residents may
14 be sued in any judicial where personal jurisdiction is established.

15 FACTS

16 **Development of the Patented Technology**

17 12. Inneos is a U.S.-based developer and manufacturer of high-speed
18 optoelectronic modules and components marketed to original equipment
19 manufacturers and system integrators in the video and data networking markets.

20 13. Inneos began as a start-up in 1998 (then called Blaze Network Products)
21 to develop a novel, cost-effective approach to manufacture multi-channel optics.
22 Multi-channel optics transmit multiple wavelengths (*e.g.*, colors) of light down a
23 single strand of fiber optic cable, where each wavelength acts as its own channel for
24 carrying data without interference with other channels on the same strand of fiber
25 optic cable. At a time when most products in the market transmitted only one color
26 of light per fiber strand, thereby requiring the use of several strands of fiber optic
27 cable to achieve high bandwidth performance, Inneos' products enabled consumers
28

1 to use only one strand to achieve similar performance, thereby reducing the cost,
2 weight, and complexity of fiber optic cabling.

3 14. Starting in 1999, Inneos invested significantly in its research and
4 development team to develop and patent cutting-edge multi-channel technology,
5 including a way to integrate several discrete optic components into an OSA. Inneos’
6 investment resulted in an increase in the cost-effective availability of fiber optics for
7 a number of major technology industries, including medical, aerospace, and
8 consumer electronics.

9 15. In 2005, leveraging its hands-on experience in manufacturing and
10 deploying its original design, Inneos developed a new OSA design that further
11 reduced the cost of fiber optic connectors by eliminating and integrating several
12 additional optical components, including the expensive filters that helped manage
13 the different colors used in earlier versions of this multi-channel technology. Inneos
14 filed the application leading to the ’416 Patent on January 27, 2005. Inneos (then
15 called Aduro) was acquired via an asset sale by Omron Network Products LLC in
16 2006; in 2013, the company, now called Inneos, spun off from Omron.

17 **The Asserted Patent**

18 16. The ’416 Patent, entitled “Optical Combiner Device,” issued on April
19 3, 2007. Inneos is the owner by assignment of all rights, title, and interests in and to
20 the ’416 Patent, including all rights to bring actions and recover damages for
21 infringement thereof. A true and correct copy of the ’416 Patent is attached as
22 **Exhibit A.**

23 17. The inventions claimed in the ’416 Patent cover an efficient, compact,
24 and cost-effective optical sub-assembly device used to transmit multiple
25 wavelengths of light across a single optical fiber for use in various technologies,
26 including data communications and video systems. In particular, the ’416 Patent
27 combines multiple optical signals without wasteful divergence or reflection of light,
28

1 making it possible to transmit information across a single optical fiber at a higher
2 bandwidth and a lower cost.

3 18. As a result of Inneos' investment in the invention claimed in the '416
4 Patent, fiber optics have become more accessible across industries, including in the
5 medical, aerospace, and consumer electronics industries, and demand for low-cost,
6 high-bandwidth optical fiber technology has grown substantially.

7 **Opticis' Copying and Infringing Conduct**

8 19. Like most others in the market, Opticis' primary technology for high
9 bandwidth solutions had been based on the expensive, heavy, and complex use of
10 multiple strands of single-color (or single-wavelength) fiber optics. But with Inneos'
11 new technology now available, demand migrated toward affordable and efficient
12 single fiber optic cable.

13 20. From 2007 to 2010, Opticis engaged Inneos (then operating as Omron)
14 in technical discussions about Inneos' products and technology, and procured from
15 Inneos several hundred samples of Inneos' multi-channel OSAs.

16 21. Rather than compete fairly with Inneos in the marketplace, Opticis
17 copied Inneos' innovative single-fiber optic cable technology and sold OSAs and
18 modules incorporating that technology as their own.

19 22. Consistent with this course of conduct, Opticis infringes the '416
20 Patent. The accused products in this action include Opticis' OSAs (including without
21 limitation those identified in **Exhibit B** hereto), whether offered or sold alone or
22 incorporated into modules or other products (collectively, "Accused Products"). By
23 way of example, Opticis' products incorporating the infringing OSAs include at least
24 the DVFX-100, One Fiber Detachable DVI Module and the DPFX-300.

25 23. Armed with Inneos' patented technology, including at least the
26 technology covered by the '416 Patent, Opticis began to compete directly with
27 Inneos in the same market for customers seeking cost-effective, high-speed optical
28 communications products.

1 24. Upon information and belief, Opticis began selling and/or offering for
2 sale the Accused Product before at least November 2013.

3 25. Opticis has known about the '416 Patent and its infringement thereof
4 since at least November 25, 2013, when Opticis received a letter from Inneos (doing
5 business as Omron) identifying the '416 Patent and the aspects of the Accused
6 Product that meet at least one of the claims of the '416 Patent.

7 26. On information and belief, after receiving the November 2013 letter,
8 Opticis temporarily stopped selling and marketing products in the United States that
9 include the infringing OSAs.

10 27. However, Inneos has recently learned that, on information and belief,
11 Opticis has again commenced selling and marketing the Accused Products in the
12 United States. Opticis' infringing conduct competes directly with Inneos' own
13 single-fiber OSA technology, and has caused and is causing actual, imminent, and
14 irreparable harm to Inneos.

15 28. In view of at least Opticis' ongoing infringement despite having
16 received notice thereof, Opticis' infringement is deliberate, willful, and knowing,
17 with conscious disregard of Inneos' rights, entitling Inneos to enhanced damages.

18 29. Opticis' infringement is causing irreparable harm and monetary
19 damages to Inneos, entitling Inneos to both monetary damages and preliminary and
20 permanent injunctive relief.

21 **COUNT I: INFRINGEMENT OF THE '416 PATENT**

22 **UNDER 35 U.S.C. § 271**

23 30. Inneos incorporates by reference the allegations contained in the
24 foregoing paragraphs as though fully stated herein.

25 31. Opticis and/or its customers and end users directly infringe one or more
26 claims of the '416 Patent under 35 U.S.C. § 271(a), including at least Claim 1, either
27 literally or under the doctrine of equivalents, by making, using, offering to sell,
28 selling, and/or importing the Accused Products in the United States without

1 permission or license from Inneos. A preliminary, exemplary claim chart comparing
2 exemplary Accused Products to claim 1 of the '416 Patent, is attached as **Exhibit B**.

3 32. By way of example only and not limitation, Claim 1 of the '416 Patent
4 claims:

5 1. An optical combiner usable in data communication
6 systems for multiplexing the outputs of a plurality of n
7 lasers wherein each of said n outputs has a different output
8 wavelength, for transmission into and through a stopped
9 single optical fiber, comprising:

10 a plurality of n collimating lenses, said lenses being spaced
11 apart and positioned to receive and collimate the output of
12 said n laser output beams, said n laser output beams have
13 n different wavelengths, and

14 focusing means for focusing said n collimated output
15 beams onto a single spot at said stopped single optical
16 fiber, said focusing means having n separate radial sectors
17 on its surface, and each of said n collimated beams passes
18 through a separate one of said n sectors of said focusing
19 means whereby said n output beams having n different
20 wavelengths are coupled into said single fiber.
21

22
23 33. The Accused Products meet each element in at least Claim 1 of the '416
24 Patent, as illustrated in **Exhibit B**.

25 34. A number of Opticis' modules and end products incorporate the
26 infringing OSA. For example, Opticis advertises on its website –
27 www.opticisusa.com/dvi – that the DVFX-100-TR transmits “uncompressed
28 WUXGA [widescreen ultra extended graphics array] (1920x1200) 60Hz and 2K

1 resolution of DVI [digital visual interface] signal up to 500m (1640ft) over one (1)
2 SC [square connector] multi-mode fiber.” In other words, the DVFX-100-TR is used
3 in data communication systems for transmitting a certain quality of various visual
4 data over a single optical fiber designed to carry multiple light rays. *See, e.g.,*
5 <https://www.opticisusa.com/dvfx-100-tr> (as accessed Jan. 20, 2023). *See also*

6 **Exhibit B.**

7 35. Upon information and belief, Opticis also indirectly infringes the ’416
8 Patent under 35 U.S.C. § 271(b) and/or (c). Opticis induces the infringement of the
9 ’416 Patent by its customers and end users in the United States as discussed above
10 under 35 U.S.C. § 271(b) by directing, instructing, and encouraging customers and
11 end users to use the Accused Products, for example, as instructed, described, and
12 encouraged in the “1-Fiber Detachable DVI module, DVFX-100 User’s Manual,”
13 (“DVFX-100 User Manual”) available on Opticis’ website, and attached as
14 **Exhibit C** and/or the “User’s Manual for the DPFX-300-TR” (“DPFX-300 User
15 Manual”) available on Opticis’ website, and attached as **Exhibit D**. Opticis knows
16 that the DVFX-100 and DPFX-300 infringe the ’416 Patent. Opticis has had
17 knowledge of the ’416 Patent since at least November 25, 2013, and Opticis knew
18 or should have known that the use of the Accused Products by its customers and end
19 users directly infringes the ’416 Patent.

20 36. Upon information and belief, Opticis has made and is continuing to
21 make unlawful gains and profits from its infringement of the ’416 Patent.

22 37. As detailed above, Opticis has continued its infringement despite
23 having knowledge of the ’416 Patent and Inneos’ infringement claims.

24 38. Opticis’ infringement has caused and will continue to cause Inneos
25 irreparable harm, for which there is no adequate remedy at law, unless Opticis’
26 infringing activities are preliminarily and permanently enjoined by this Court.

27 39. Opticis’ infringement has also caused monetary damages to Inneos in
28 an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Inneos respectfully requests that:

- A. Opticis be adjudged by this Court to have directly, indirectly, and/or contributorily infringed one or more claims of the Asserted Patent under 35 U.S.C. § 271;
- B. This Court enter preliminary and permanent injunctions pursuant to 35 U.S.C. § 283 preventing continuing infringement of one or more claims of the Asserted Patent by Opticis, its officers, agents, employees, attorneys, representatives, and all others acting in concert therewith;
- C. Opticis be adjudged by this Court to have willfully infringed one or more claims of the Asserted Patent from the time Opticis became aware of the infringing nature of its conduct, and that Inneos be awarded treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;
- D. The Court find the Asserted Patent valid and enforceable;
- E. Opticis be ordered by this Court to account for and pay Inneos damages pursuant to 35 U.S.C. § 284;
- F. This case be deemed exceptional and Inneos be awarded interests, costs, expenses, and reasonable attorneys' fees for this suit as provided by 35 U.S.C. § 285; and
- G. Inneos be awarded such other and further relief as this Court may deem just and proper.

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Inneos respectfully requests a trial by jury of any issues so triable.

Respectfully submitted,

1 Date: January 30, 2023

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