

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

CONTROL LASER CORPORATION,

Plaintiff,

v.

NISENE TECHNOLOGY GROUP, INC.,

Defendant.

Case No. 6:10-CV-1293-ORL-35-KRS

**COMPLAINT FOR PATENT INFRINGEMENT,
AND DEMAND FOR JURY TRIAL**

Plaintiff CONTROL LASER CORPORATION ("CLC"), by its undersigned attorneys, hereby alleges as follows:

1. This is an action for patent infringement arising under the patent laws of the United States, Title 35, U.S.C., by Plaintiff CLC against Defendant NISENE TECHNOLOGY GROUP, INC. ("NTGI").
2. This Court has original, exclusive subject matter jurisdiction over this action pursuant to the provisions of 28 U.S.C. §§ 1331 and 1338(a).
3. Plaintiff CLC is a corporation duly organized and existing under the laws of the State of Florida with its principal place of business at 2419 Lake Orange Drive, Orlando, Florida 32837.
4. Plaintiff CLC is a legal entity formed by merger completed on August 8, 2007 of predecessor Florida corporation Control Laser Corporation and predecessor Delaware corporation Control Systemation, Inc. ("CSI").
5. Upon information and belief, Defendant NTGI is a corporation duly organized

and existing under the laws of the State of California with its principal place of business at 384 Pine Street, Watsonville, California 95076.

6. Upon information and belief, Defendant NTGI is engaged in or carries on a business or business venture in the State of Florida, or is engaged in substantial and not isolated activity within the State of Florida.
7. Upon information and belief, this Court may exercise *in personam* jurisdiction over Defendant NTGI.
8. Upon information and belief, venue is proper under 28 U.S.C. §§ 1391(b) and (c), and 1400(b).
9. On September 18, 2007, United States Patent No. US 7,271,012 B2 (“the Anderson Patent”), entitled Failure Analysis Methods and Systems, was duly and legally issued to CSI as assignee. A copy of the Anderson Patent is attached hereto as Exhibit A. Plaintiff CLC became the owner of the Anderson Patent upon completion of the aforementioned merger.
10. Defendant NTGI has notice of Plaintiff CLC’s rights in the Anderson Patent.
11. Defendant NTGI has recently, without authority, made, used, offered to sell, and sold an integrated circuit (“IC”) decapsulation tool product designated “etch Laser,” a patented invention within the scope of one or more claims of the Anderson Patent, and continues to do the same. A copy of Defendant NTGI’s promotional materials for its “etch Laser” is attached hereto as Exhibit B.
12. Defendant NTGI has recently, without authority, offered to sell, and sold its “etch Laser” IC decapsulation tool product for use in practicing a patented process invention within the scope of one or more claims of the Anderson Patent, the

“etch Laser” constituting a material part of the invention, with Defendant NTGI knowing the “etch Laser” to be especially made or especially adapted for use in an infringement of the Anderson Patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use, and continues to do the same.

13. Upon information and belief, Defendant NTGI has recently also, without authority, supplied or caused to be supplied in or from the United States all or a substantial portion of the components of the patented invention of the Anderson Patent, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the Anderson Patent if such combination occurred within the United States, and continues to do the same.
14. Upon information and belief, Defendant NTGI has recently also, without authority, supplied or caused to be supplied in or from the United States a component of the patented invention of the Anderson Patent that is especially made or especially adapted for use in the invention of the Anderson Patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use, where such component is uncombined in whole or in part, knowing that such component will be combined outside the United States in a manner that would infringe the Anderson Patent if such combination occurred within the United States, and continues to do the same.
15. Defendant NTGI has thus infringed and is continuing to infringe the Anderson Patent.

16. Defendant NTGI will continue to infringe the Anderson Patent unless enjoined by this Court.
17. By reason of Defendant NTGI's acts of patent infringement, Plaintiff CLC has suffered and is suffering and will continue to suffer legal injury and damages, including impairment of the value of its Anderson Patent, in an amount yet to be determined.
18. Defendant NTGI's acts of patent infringement are causing irreparable harm to Plaintiff CLC and will continue to cause further irreparable harm to Plaintiff CLC unless permanently enjoined by this Court.

JURY TRIAL DEMANDED

Plaintiff CONTROL LASER CORPORATION demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff CONTROL LASER CORPORATION respectfully prays:

- A. That judgment be entered against Defendant NISENE TECHNOLOGY GROUP, INC., and in favor of Plaintiff CONTROL LASER CORPORATION;
- B. That Defendant NISENE TECHNOLOGY GROUP, INC., and its officers, directors, agents, servants, employees, attorneys, confederates, and all persons and/or entities acting for, with, by, through, or in concert with them, or any of them, be permanently enjoined from infringing United

States Patent No. US 7,271,012 B2:

- i. By the manufacturing, using, offering to sell, and selling its “etch Laser” integrated circuit decapsulation tool product, or any colorable imitation thereof, within the United States, or
- ii. By the offering to sell, and selling its “etch Laser” IC decapsulation tool product, or any colorable imitation thereof, within the United States, for use in practicing the patented process invention of the Anderson Patent; or
- iii. By supplying or causing to be supplied in or from the United States all or a substantial portion of the components of the invention of the aforesaid patent, or any colorable imitations thereof, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the aforesaid patent if such combination occurred within the United States; or
- iv. By supplying or causing to be supplied in or from the United States a component of the patented invention of the Anderson Patent that is especially made or especially adapted for use in the invention of the Anderson Patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use, where such component is uncombined in whole or in part, knowing that such component will be combined outside the United States in a manner that would infringe the Anderson Patent if such combination occurred within the United


States, and continues to do the same; or

v. By inducing others to do any of (i), (ii), (iii), or (iv) above;

C. That an award of damages for patent infringement, including pre- and post-judgment interest, in an amount to be determined at trial, be made against Defendant NISENE TECHNOLOGY GROUP, INC., and in favor of Plaintiff CONTROL LASER CORPORATION; and

D. That the Court award such other and further relief as it may deem appropriate and equitable under the circumstances.

Respectfully submitted this 30th day of August 2010.


Ava K. Doppelt, Trial Counsel
Florida Bar No. 393738
Allen, Dyer, Doppelt,
Milbrath & Gilchrist, P.A.
255 S. Orange Avenue, Suite 1401
Orlando, Florida 32801
Telephone: (407) 841-2330
Facsimile: (407) 841-2343
E-mail: adoppelt@addmg.com

Of Counsel:

Peter C. Schechter
Edwards, Angell, Palmer & Dodge, LLP
750 Lexington Avenue
New York, New York 10022
Telephone: (212) 912-2934
Facsimile: (866) 492-3146
E-mail: pschechter@eapdlaw.com

**Attorneys for Plaintiff CONTROL
LASER CORPORATION**