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5 Attorney for Plaintiff  
REALD INC.  
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9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **WESTERN DIVISION**

12 REALD INC.

13 Plaintiff,

14 v.

15 MASTERIMAGE 3D, INC. AND  
16 MASTERIMAGE 3D ASIA,  
LLC,

17 Defendants.  
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**Case No. 2:14-CV-02304**

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

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**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff RealD Inc. (“Plaintiff” or “RealD”), by and through its counsel, files this Complaint for patent infringement against Defendants MasterImage 3D, Inc. and MasterImage 3D Asia, LLC (collectively, “Defendants” or “MasterImage”). Plaintiff alleges:

**THE PARTIES**

1. Plaintiff RealD Inc. (“RealD” or “Plaintiff”) is a corporation organized and existing under the laws of Delaware, with a principal place of business at 100 N. Crescent Dr. Suite 200, Beverly Hills, California 90210.
2. Defendant MasterImage 3D, Inc. is a corporation organized and existing under the laws of Delaware, with a principal place of business at 15260 Ventura Boulevard, Suite 1220, Sherman Oaks, California 91403.
3. Defendant MasterImage 3D Asia, LLC is a corporation organized and existing under the laws of Korea, operating as a subsidiary of MasterImage 3D, LLC, with a principal place of business at BYC Highcity Building A, 22nd Floor, 131, Gasan digital 1-ro, Gasan-dong, Geumcheon-gu, Seoul 153-803, Korea.

**JURISDICTION AND VENUE**

4. The Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a) and (b) because this is a civil action involving a federal question related to claims for patent infringement under the Patent Act.
5. The Court has personal jurisdiction over Defendants because MasterImage 3D, Inc. has a principal place of business in this District in California, Defendants have offered for sale and/or sold their products to customers in California, and Defendants regularly conduct and solicit business in California, including in this District, and have purposefully established substantial, continuous, and systematic contacts with this District. Additionally, Defendants have committed and continue to commit acts of patent infringement in violation of 35 U.S.C. § 271 in California and in this District.

6. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400(b) for the reasons set forth above and below.

### **BACKGROUND**

7. RealD is the owner and assignee of all rights, title, and interest in and under U.S. Patent No. 8,220,934 (“the ’934 Patent”), entitled “Polarization Conversion Systems for Stereoscopic Projection,” which was duly and legally issued by the U.S. Patent and Trademark Office on July 17, 2012, after full and fair examination. A copy of the ’934 Patent is attached as Exhibit A and is incorporated herein by reference.

8. RealD is the owner and assignee of all rights, title, and interest in and under U.S. Patent No. 7,857,455 (“the ’455 Patent”), entitled “Combining P and S Rays for Bright Stereoscopic Projection,” which was duly and legally issued by the U.S. Patent and Trademark Office on December 28, 2010, after full and fair examination. A copy of the ’455 Patent is attached as Exhibit B and is incorporated herein by reference.

9. RealD is the owner and assignee of all rights, title, and interest in and under U.S. Patent No. 7,959,296 (“the ’296 Patent”), entitled “Combining P and S Rays for Bright Stereoscopic Projection,” which was duly and legally issued by the U.S. Patent and Trademark Office on June 14, 2011, after full and fair examination. A copy of the ’296 Patent is attached as Exhibit C and is incorporated herein by reference.

10. RealD is the owner and assignee of all rights, title, and interest in and under U.S. Patent No. 7,905,602 (“the ’602 Patent”), entitled “Polarization Conversion Systems for Stereoscopic Projection,” which was duly and legally issued by the U.S. Patent and Trademark Office on March 15, 2011, after full and fair examination. A copy of the ’602 Patent is attached as Exhibit D and is incorporated herein by reference.

1 **FIRST CLAIM FOR RELIEF**

2 (Infringement of U.S. Patent No. 8,220,934)

3 11. Plaintiff incorporates by reference the allegations set forth in  
4 paragraphs 1–10 of this Complaint as though fully set forth herein.

5 12. Defendants have been and are directly infringing one or more claims  
6 of the '934 Patent under 35 U.S.C. § 271 by making, using, selling, offering for  
7 sale, and/or importing in or into the United States, without authority, products,  
8 including at least the MI-Horizon3D digital cinema system and MI-Horizon3D  
9 dual digital cinema system, which embody one or more claims of the '934 Patent.

10 13. Defendants have been and are indirectly infringing one or more claims  
11 of the '934 Patent under 35 U.S.C. § 271(b) by actively inducing customers and/or  
12 users to use, sell, offer for sale, and/or import in or into the United States, without  
13 authority, the MI-Horizon3D digital cinema system and MI-Horizon3D dual digital  
14 cinema system, which embody one or more claims of the '934 Patent. Defendants  
15 have known about the '934 Patent since at least as early as October 22, 2013 when  
16 they received a cease and desist letter from RealD identifying the '934 Patent.  
17 Since that date, Defendants have continued to offer for sale, sell, and/or import in  
18 or into the United States the infringing MI-Horizon3D digital cinema system and  
19 MI-Horizon3D dual digital cinema system. Defendants knew or should have  
20 known that their continued sales of the MI-Horizon3D digital cinema system and  
21 MI-Horizon3D dual digital cinema system would induce direct infringement by  
22 customers and/or users. Defendants also failed to redesign the MI-Horizon3D  
23 digital cinema system and MI-Horizon3D dual digital cinema system to cease  
24 infringement.

25 14. Defendants have been and are indirectly infringing one or more claims  
26 of the '934 Patent under 35 U.S.C. § 271(c) by contributing to the direct  
27 infringement of one or more claims of the '934 Patent by customers and/or users of  
28 the MI-Horizon3D digital cinema system and MI-Horizon3D dual digital cinema

1 system, which embody one or more claims of the '934 Patent, and have no  
2 substantial uses that do not infringe one or more claims of the '934 Patent.  
3 Defendants have known about the '934 Patent since at least as early as October 22,  
4 2013 when they received a cease and desist letter from RealD identifying the '934  
5 Patent. Since that date, Defendants have continued to offer for sale, sell, and/or  
6 import in or into the United States the infringing MI-Horizon3D digital cinema  
7 system and MI-Horizon3D dual digital cinema system, which Defendants knew or  
8 should have known to be especially adapted for use in infringing the '934 Patent  
9 and would infringe one or more claims of the '934 Patent if made, used, sold,  
10 offered for sale, or imported in or into the United States.

11 15. Defendants' infringement of the '934 Patent has been and is willful.  
12 Defendants have known about the '934 Patent since at least as early as October 22,  
13 2013 when they received a cease and desist letter from RealD identifying the '934  
14 Patent. Since that date, Defendants have continued to make, use, sell, offer for  
15 sale, and/or import in or into the United States the infringing MI-Horizon3D digital  
16 cinema system and MI-Horizon3D dual digital cinema system despite an  
17 objectively high likelihood that their actions constituted infringement.

18 16. Defendants' infringement of the '934 Patent has caused damage to  
19 RealD, and RealD is entitled to recover from Defendants the damages it has  
20 sustained as a result of Defendants' wrongful acts, including lost profits.

21 17. Defendants' infringement of the '934 Patent will continue to damage  
22 RealD, causing irreparable harm for which there is no adequate remedy at law,  
23 unless enjoined by the Court.

## 24 **SECOND CLAIM FOR RELIEF**

25 (Infringement of U.S. Patent No. 7,857,455)

26 18. Plaintiff incorporates by reference the allegations set forth in  
27 paragraphs 1–17 of this Complaint as though fully set forth herein.

28 19. Defendants have been and are directly infringing one or more claims

1 of the '455 Patent under 35 U.S.C. § 271 by making, using, selling, offering for  
2 sale, and/or importing in or into the United States, without authority, products,  
3 including at least the MI-Horizon3D digital cinema system and MI-Horizon3D  
4 dual digital cinema system, which embody one or more claims of the '455 Patent.

5 20. Defendants have been and are indirectly infringing one or more claims  
6 of the '455 Patent under 35 U.S.C. § 271(b) by actively inducing customers and/or  
7 users to use, sell, offer for sale, and/or import in or into the United States, without  
8 authority, the MI-Horizon3D digital cinema system and MI-Horizon3D dual digital  
9 cinema system, which embody one or more claims of the '455 Patent. Defendants  
10 have known about the '455 Patent since at least as early as October 22, 2013 when  
11 they received a cease and desist letter from RealD identifying the '455 Patent.  
12 Since that date, Defendants have continued to offer for sale, sell, and/or import in  
13 or into the United States the infringing MI-Horizon3D digital cinema system and  
14 MI-Horizon3D dual digital cinema system. Defendants knew or should have  
15 known that their continued sales of the MI-Horizon3D digital cinema system and  
16 MI-Horizon3D dual digital cinema system would induce direct infringement by  
17 customers and/or users. Defendants also failed to redesign the MI-Horizon3D  
18 digital cinema system and MI-Horizon3D dual digital cinema system to cease  
19 infringement.

20 21. Defendants have been and are indirectly infringing one or more claims  
21 of the '455 Patent under 35 U.S.C. § 271(c) by contributing to the direct  
22 infringement of one or more claims of the '455 Patent by customers and/or users of  
23 the MI-Horizon3D digital cinema system and MI-Horizon3D dual digital cinema  
24 system, which embody one or more claims of the '455 Patent, and have no  
25 substantial uses that do not infringe one or more claims of the '455 Patent.  
26 Defendants have known about the '455 Patent since at least as early as October 22,  
27 2013 when they received a cease and desist letter from RealD identifying the '455  
28 Patent. Since that date, Defendants have continued to offer for sale, sell, and/or

1 import in or into the United States the infringing MI-Horizon3D digital cinema  
2 system and MI-Horizon3D dual digital cinema system, which Defendants knew or  
3 should have known to be especially adapted for use in infringing the '455 Patent  
4 and would infringe one or more claims of the '455 Patent if made, used, sold,  
5 offered for sale, or imported in or into the United States.

6 22. Defendants' infringement of the '455 Patent has been and is willful.  
7 Defendants have known about the '455 Patent since at least as early as October 22,  
8 2013 when they received a cease and desist letter from RealD identifying the '455  
9 Patent. Since that date, Defendants have continued to make, use, sell, offer for  
10 sale, and/or import in or into the United States the infringing MI-Horizon3D digital  
11 cinema system and MI-Horizon3D dual digital cinema system despite an  
12 objectively high likelihood that their actions constituted infringement.

13 23. Defendants' infringement of the '455 Patent has caused damage to  
14 RealD, and RealD is entitled to recover from Defendants the damages it has  
15 sustained as a result of Defendants' wrongful acts, including lost profits.

16 24. Defendants' infringement of the '455 Patent will continue to damage  
17 RealD, causing irreparable harm for which there is no adequate remedy at law,  
18 unless enjoined by the Court.

### 19 **THIRD CLAIM FOR RELIEF**

20 (Infringement of U.S. Patent No. 7,959,296)

21 25. Plaintiff incorporates by reference the allegations set forth in  
22 paragraphs 1–24 of this Complaint as though fully set forth herein.

23 26. Defendants have been and are directly infringing one or more claims  
24 of the '296 Patent under 35 U.S.C. § 271 by making, using, selling, offering for  
25 sale, and/or importing in or into the United States, without authority, products,  
26 including at least the MI-Horizon3D digital cinema system and MI-Horizon3D  
27 dual digital cinema system, which embody one or more claims of the '296 Patent.

28 27. Defendants have been and are indirectly infringing one or more claims

1 of the '296 Patent under 35 U.S.C. § 271(b) by actively inducing customers and/or  
2 users to use, sell, offer for sale, and/or import in or into the United States, without  
3 authority, the MI-Horizon3D digital cinema system and MI-Horizon3D dual digital  
4 cinema system, which embody one or more claims of the '296 Patent. Defendants  
5 have known about the '296 Patent since at least as early as October 22, 2013 when  
6 they received a cease and desist letter from RealD identifying the '296 Patent.  
7 Since that date, Defendants have continued to offer for sale, sell, and/or import in  
8 or into the United States the infringing MI-Horizon3D digital cinema system and  
9 MI-Horizon3D dual digital cinema system. Defendants knew or should have  
10 known that their continued sales of the MI-Horizon3D digital cinema system and  
11 MI-Horizon3D dual digital cinema system would induce direct infringement by  
12 customers and/or users. Defendants also failed to redesign the MI-Horizon3D  
13 digital cinema system or MI-Horizon3D dual digital cinema system to cease  
14 infringement.

15 28. Defendants have been and are indirectly infringing one or more claims  
16 of the '296 Patent under 35 U.S.C. § 271(c) by contributing to the direct  
17 infringement of one or more claims of the '296 Patent by customers and/or users of  
18 the MI-Horizon3D digital cinema system and MI-Horizon3D dual digital cinema  
19 system, which embody one or more claims of the '296 Patent, and have no  
20 substantial uses that do not infringe one or more claims of the '296 Patent.  
21 Defendants have known about the '296 Patent since at least as early as October 22,  
22 2013 when they received a cease and desist letter from RealD identifying the '296  
23 Patent. Since that date, Defendants have continued to offer for sale, sell, and/or  
24 import in or into the United States the infringing MI-Horizon3D digital cinema  
25 system and MI-Horizon3D dual digital cinema system, which Defendants knew or  
26 should have known to be especially adapted for use in infringing the '296 Patent  
27 and would infringe one or more claims of the '296 Patent if made, used, sold,  
28 offered for sale, or imported in or into the United States.



1           29. Defendants' infringement of the '296 Patent has been and is willful.  
2 Defendants have known about the '296 Patent since at least as early as October 22,  
3 2013 when they received a cease and desist letter from RealD identifying the '296  
4 Patent. Since that date, Defendants have continued to make, use, sell, offer for  
5 sale, and/or import in or into the United States the infringing MI-Horizon3D digital  
6 cinema system and MI-Horizon3D dual digital cinema system despite an  
7 objectively high likelihood that their actions constituted infringement.

8           30. Defendants' infringement of the '296 Patent has caused damage to  
9 RealD, and RealD is entitled to recover from Defendants the damages it has  
10 sustained as a result of Defendants' wrongful acts, including lost profits.

11           31. Defendants' infringement of the '296 Patent will continue to damage  
12 RealD, causing irreparable harm for which there is no adequate remedy at law,  
13 unless enjoined by the Court.

14                                   **FOURTH CLAIM FOR RELIEF**

15                                   (Infringement of U.S. Patent No. 7,905,602)

16           32. Plaintiff incorporates by reference the allegations set forth in  
17 paragraphs 1–31 of this Complaint as though fully set forth herein.

18           33. Defendants have been and are directly infringing one or more claims  
19 of the '602 Patent under 35 U.S.C. § 271 by making, using, selling, offering for  
20 sale, and/or importing in or into the United States, without authority, products,  
21 including at least the MI-Horizon3D digital cinema system and MI-Horizon3D  
22 dual digital cinema system, which embody one or more claims of the '602 Patent.

23           34. Defendants have been and are indirectly infringing one or more claims  
24 of the '602 Patent under 35 U.S.C. § 271(b) by actively inducing customers and/or  
25 users to use, sell, offer for sale, and/or import in or into the United States, without  
26 authority, the MI-Horizon3D digital cinema system and MI-Horizon3D dual digital  
27 cinema system, which embody one or more claims of the '602 Patent. Defendants  
28 have known about the '602 Patent since at least as early as October 22, 2013 when

1 they received a cease and desist letter from RealD identifying the '602 Patent.  
2 Since that date, Defendants have continued to offer for sale, sell, and/or import in  
3 or into the United States the infringing MI-Horizon3D digital cinema system and  
4 MI-Horizon3D dual digital cinema system. Defendants knew or should have  
5 known that their continued sales of the MI-Horizon3D digital cinema system and  
6 MI-Horizon3D dual digital cinema system would induce direct infringement by  
7 customers and/or users. Defendants also failed to redesign the MI-Horizon3D  
8 digital cinema system and MI-Horizon3D dual digital cinema system to cease  
9 infringement.

10 35. Defendants have been and are indirectly infringing one or more claims  
11 of the '602 Patent under 35 U.S.C. § 271(c) by contributing to the direct  
12 infringement of one or more claims of the '602 Patent by customers and/or users of  
13 the MI-Horizon3D digital cinema system and MI-Horizon3D dual digital cinema  
14 system, which embody one or more claims of the '602 Patent, and have no  
15 substantial uses that do not infringe one or more claims of the '602 Patent.  
16 Defendants have known about the '602 Patent since at least as early as October 22,  
17 2013 when they received a cease and desist letter from RealD identifying the '602  
18 Patent. Since that date, Defendants have continued to offer for sale, sell, and/or  
19 import in or into the United States the infringing MI-Horizon3D digital cinema  
20 system and MI-Horizon3D dual digital cinema system, which Defendants knew or  
21 should have known to be especially adapted for use in infringing the '602 Patent  
22 and would infringe one or more claims of the '602 Patent if made, used, sold,  
23 offered for sale, or imported in or into the United States.

24 36. Defendants' infringement of the '602 Patent has been and is willful.  
25 Defendants have known about the '602 Patent since at least as early as October 22,  
26 2013 when they received a cease and desist letter from RealD identifying the '602  
27 Patent. Since that date, Defendants have continued to make, use, sell, offer for  
28 sale, and/or import in or into the United States the infringing MI-Horizon3D digital

1 cinema system and MI-Horizon3D dual digital cinema system despite an  
2 objectively high likelihood that their actions constituted infringement.

3 37. Defendants' infringement of the '602 Patent has caused damage to  
4 RealD, and RealD is entitled to recover from Defendants the damages it has  
5 sustained as a result of Defendants' wrongful acts, including lost profits.

6 38. Defendants' infringement of the '602 Patent will continue to damage  
7 RealD, causing irreparable harm for which there is no adequate remedy at law,  
8 unless enjoined by the Court.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, RealD respectfully requests that the Court enter judgment in  
11 its favor and against the Defendants as follows:

12 a. Declaring that MasterImage 3D, Inc. has infringed U.S. Patent Nos.  
13 8,220,934, 7,857,455, 7,959,296, and 7,905,602;

14 b. Declaring that MasterImage 3D Asia, LLC has infringed U.S. Patent  
15 Nos. 8,220,934, 7,857,455, 7,959,296, and 7,905,602;

16 c. Declaring that U.S. Patent Nos. 8,220,934, 7,857,455, 7,959,296, and  
17 7,905,602 are valid;

18 d. Preliminarily enjoining Defendants and their officers, agents,  
19 employees, and their privies, from further infringement, including contributory  
20 infringement, of U.S. Patent Nos. 8,220,934, 7,857,455, 7,959,296, and 7,905,602;

21 e. Permanently enjoining Defendants and their officers, agents,  
22 employees, and their privies, from further infringement, including contributory  
23 infringement, of U.S. Patent Nos. 8,220,934, 7,857,455, 7,959,296, and 7,905,602;

24 f. Awarding a future compulsory royalty in the event that full injunctive  
25 relief is not awarded as requested;

26 g. Awarding damages arising out of Defendants' infringement of U.S.  
27 Patent Nos. 8,220,934, 7,857,455, 7,959,296, and 7,905,602, including pre-  
28 judgment and post-judgment interest;

1 h. Declaring that Defendants' infringement was willful and awarding  
2 treble damages and interest to RealD under 35 U.S.C. § 284;

3 i. Declaring this to be an exceptional case under 35 U.S.C. § 285 and  
4 awarding to RealD its reasonable attorneys' fees, costs, and expenses incurred in  
5 this action; and

6 j. Awarding such other and further relief as the Court deems just and  
7 proper.

8  
9 Dated: March 26, 2014

BAKER & MCKENZIE LLP

10 By: /s/ D. James Pak

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18 Attorney for Plaintiff  
19 REALD INC.  
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1 **DEMAND FOR JURY TRIAL**

2 RealD hereby demands a jury trial pursuant to Rule 38 of the Federal Rules  
3 of Civil Procedure as to all issues in this lawsuit.

4  
5 Dated: March 26, 2014

BAKER & MCKENZIE LLP

6  
7 By: /s/ D. James Pak

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16 Attorney for Plaintiff  
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