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JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SEIKO EPSON CORPORATION, et al.
Plaintiffs,
vs.
VISION IMAGING SUPPLIES, INC.,
Defendant.

Case No. 2:21-cv-02756-MCS-JEM

**ORDER GRANTING STIPULATED
FINAL CONSENT JUDGMENT AS
TO VISION IMAGING SUPPLIES,
INC. (ECF No. 55)**

VISION IMAGING SUPPLIES, INC.,
Counterclaim-Plaintiff,
vs.
SEIKO EPSON CORPORATION, et al.
Counterclaim-Defendants.

1 **CONSENT JUDGMENT**

2 The parties having considered the facts and applicable law and having agreed
3 to the entry of this Stipulated Final Consent Judgment and Permanent Injunction
4 (“Consent Judgment”), and the parties having stipulated that there is no just reason
5 for delaying entry of final judgment in this action as to Vision Imaging Supplies, Inc.
6 (referred to herein as “Vision Imaging” or “Defendant”), it is hereby ordered,
7 adjudged, and decreed as follows:

8 **FINDINGS OF FACT**

9 1. Plaintiff Seiko Epson Corporation (“Seiko Epson”) is a corporation
10 organized and existing under the laws of Japan. Its principal place of business is
11 located at 3-3-5 Owa Suwashi Nagano-Ken, 392-8502, Japan. Seiko Epson is in the
12 business of manufacturing and selling a wide variety of consumer, commercial and
13 industrial products, including ink cartridges for use with Epson printers. Subject to
14 the exclusive licenses described below, it owns all right, title, and interest in, including
15 the right to sue thereon and the right to recover for infringement thereof, the ’116
16 Patent defined below.

17 2. Plaintiff Epson America, Inc. (“Epson America”) is a corporation
18 organized and existing under the laws of the State of California. Its principal place of
19 business is located at 3131 Katella Avenue, Los Alamitos, California 90720. As the
20 North American sales, marketing, and customer service affiliate of Seiko Epson,
21 Epson America is the exclusive licensee of the ’116 Patent for distributing in the
22 United States products that are covered by the ’116 Patent.

23 3. Plaintiff Epson Portland Inc. (“Epson Portland”) is a corporation
24 organized and existing under the laws of the State of Oregon. Its principal place of
25 business is located at 3950 NE Aloclek Drive, Hillsboro, Oregon 97124. Epson
26 Portland maintains an exclusive license to manufacture products in the United States
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1 under the '116 Patent. Collectively, plaintiffs Seiko Epson, Epson America, and
2 Epson Portland are sometimes hereinafter referred to as "Epson" or "Plaintiffs."

3 4. Defendant Vision Imaging is a corporation organized and existing under
4 the laws of the State of California. It heretofore has been in the business, among
5 others, of selling ink cartridges in the United States, including in the Central District
6 of California.

7 5. Defendant has sold within and offered to sell within the United States,
8 including in the State of California, remanufactured ink cartridges for use with Epson
9 printers.

10 6. Epson owns all right, title, and interest in, including the right to sue
11 thereon and the right to recover for infringement thereof, United States Patent No.
12 8,454,116 ("the '116 Patent"), which was duly and legally issued to Seiko Epson by
13 the United States Patent and Trademark Office on June 4, 2013.

14 7. The '116 Patent relates generally to certain ink cartridges for printers and
15 components thereof.

16 8. Epson brought this action against Defendant for infringement of the '116
17 Patent.

18 9. Defendant has sold within, and offered to sell within, the United States,
19 including the State of California, certain ink cartridges with replacement circuit
20 boards which were used in remanufacturing and refurbishing genuine empty Epson
21 ink cartridges for use with Epson printers that Epson has alleged infringe claims 18-
22 24 of the '116 Patent (hereinafter, the "Accused Products"). A listing of the Accused
23 Products is attached hereto as "Attachment A" and is incorporated herein by
24 reference. Defendant has denied that it infringes any valid and enforceable claims of
25 the '116 Patent and has asserted a Counterclaim against Epson for a declaratory
26 judgment that Epson's patent rights have been exhausted with respect to the Accused
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1 Products. Epson has answered the Counterclaim, denying Defendants' allegations of
2 non-infringement, exhaustion, and repair.

3 10. Any finding of fact which is deemed to be a Conclusion of Law is hereby
4 adopted as such. Any Conclusion of Law which is deemed to be a finding of fact is
5 hereby adopted as such.

6 11. The parties seek to terminate this litigation through this Consent
7 Judgment.

8 **CONCLUSIONS OF LAW**

9 12. This is an action for patent infringement arising under the patent laws of
10 the United States, 35 U.S.C. § 271. This Court has subject matter jurisdiction over
11 the claims for patent infringement pursuant to 28 U.S.C. §§ 1331 and 1338(a).

12 13. The parties agree that this Court has personal jurisdiction over the
13 parties, and that venue may be had in this district.

14 14. For purposes of enforcement of this Consent Judgment, Defendant will
15 not challenge the validity and enforceability of the claims of the '116 Patent.

16 15. The parties intend and this Court explicitly orders that this Consent
17 Judgment bars Defendant from contending in this action or any other proceeding that
18 the Accused Products and other products that are not colorably different therefrom do
19 not infringe the '116 Patent.

20 16. This Consent Judgment shall finally conclude and dispose of this
21 litigation as to the parties to this Consent Judgment, and this Judgment shall be
22 entitled to issue and claim preclusion effect.

23 **IT IS HEREBY FOUND, ORDERED, ADJUDGED, AND DECREED**
24 **THAT:**

25 A. Defendant and its officers and directors, agents, servants, employees,
26 attorneys, and distributors, who are in active concert or participation with, through, or
27 under them and who receive actual notice of this Judgment by personal service or
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1 otherwise, shall not make, use, sell, offer to sell, or import into the United States the
2 Accused Products or any products not colorably different therefrom.

3 B. This Consent Judgment shall become null and void on the expiration date
4 of the '116 Patent. This Consent Judgment shall not apply with respect to any claim
5 of an intellectual property right that has expired or been found or adjudicated invalid
6 or unenforceable by a court of competent jurisdiction, provided that such finding or
7 judgment has become final and non-reviewable.

8 C. Nothing in this Consent Judgment shall be construed as an admission of
9 liability by the Defendants, and Defendants do not concede liability.

10 D. This Court retains exclusive jurisdiction of this action, and the parties
11 consent to venue in this Court, for the purpose of insuring compliance with this
12 Consent Judgment and enforcement of the Confidential Settlement Agreement.

13 E. No appeal shall be taken by any party from this Consent Judgment, the
14 right to appeal from this Consent Judgment being expressly waived by the parties.

15 F. This Consent Judgment shall finally conclude and dispose of all claims
16 and counterclaims of Plaintiffs against Defendant and Defendant against Plaintiffs
17 with prejudice.

18 G. Each party shall bear its own costs and attorneys' fees.

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H. Final Judgment shall be entered hereto, forthwith, without further notice.
The Clerk is directed to enter this Final Consent Judgment forthwith.

Dated: October 12, 2021

By /s/ Gray M. Buccigross

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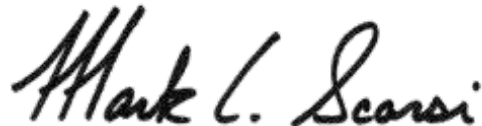
IT IS SO ORDERED.

DATED: October 14, 2021

By /s/ Tigran Guledjian

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*Counsel for Plaintiffs:
Seiko Epson Corporation,
Epson America, Inc., and
Epson Portland Inc.*



The Honorable Mark C. Scarsi
United States District Judge

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Attachment A

Vision Imaging Supplies, Inc., Stipulated Final Consent Judgment *Seiko Epson Corporation, et al., v. Vision Imaging Supplies, Inc., et al.*, Civil Action No. 2:21-cv-02756-MRW (C.D. Cal.)

List of Accused Products

The following ink cartridges and those no more than colorably different therefrom:

200XL	T200XL120	T200XL220	T200XL320
T200XL420	T202XL	T202XL120	T252XL
T252XL120	T252XL220	T252XL320	T252XL420
T288XL	T288XL120	T288XL220	T288XL320
T288XL420	T802XL	T802XL120	T802XL220
T802XL320	T802XL420		