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7 LIMESTONE MEMORY SYSTEMS LLC

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

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13 LIMESTONE MEMORY SYSTEMS LLC, a
California Limited Liability Company,

14
15 Plaintiff,

16 v.

17 MICRON TECHNOLOGY, INC., a Delaware
18 Corporation, DELL INC., a Delaware
19 Corporation, HEWLETT-PACKARD
20 COMPANY, a Delaware Corporation,
21 LENOVO (UNITED STATES) INC., a
22 Delaware Corporation, KINGSTON
23 TECHNOLOGY Co., a Delaware
24 Corporation, OCZ STORAGE SOLUTIONS,
25 INC., a California Corporation,
26 PNY TECHNOLOGIES, INC., a Delaware
Corporation, TRANSCEND INFORMATION,
INC. (California), a California
Corporation, ACER AMERICA
CORPORATION, a California Corporation,

27 Defendants.
28

Case No.:

COMPLAINT FOR PATENT INFRINGEMENT
DEMAND FOR JURY TRIAL

1 Plaintiff, Limestone Memory Systems LLC (“LMS”), complains against
2 Defendants Micron Technology, Inc., Dell Inc., Hewlett-Packard Company, Lenovo
3 (United States) Inc., Kingston Technology Co., OCZ Storage Solutions, Inc., PNY
4 Technologies, Inc., Transcend Information, Inc. (California), and Acer America
5 Corporation (collectively, “Defendants”) for patent infringement pursuant to this Court’s
6 subject matter jurisdiction under 28 U.S.C. §§1331 and 1338(a), as follows:

7 **THE PARTIES**

8 1. Plaintiff LMS is a corporation organized and existing under the laws of the
9 State of California with its principle place of business at 520 Newport Center Drive, 12th
10 Floor, Newport Beach, California. LMS is in the business of licensing patented
11 technology. LMS is the assignee of U.S. Patent Nos. 5,805,504 (“the ‘504 patent”),
12 5,894,441 (“the ‘441 patent”) and 5,943,260 (“the ‘260 patent”).

13 2. Defendant Micron Technology, Inc. (“Micron”) is a corporation incorporated
14 under the laws of Delaware with its principal place of business at 8000 South Federal
15 Way, Boise, ID. Micron is registered to do business in California and has a designated
16 registered agent in California for purposes of service of process. Micron conducts
17 business in and is doing business in California and in this District and elsewhere in the
18 United States, including, without limitation, using, promoting, offering to sell, importing
19 and/or selling memory devices and/or devices that incorporate memory devices that
20 embody the patented technology, and enabling end-user purchasers to use such devices in
21 this District. Micron is subject to the subpoena power of this Court within the State of
22 California.

23 3. Defendant Dell Inc. (“Dell”) is a corporation incorporated under the laws of
24 Delaware with its principal place of business at 1 Dell Way, Round Rock, Texas. Dell
25 conducts business in and is doing business in California and in this District and elsewhere
26 in the United States, including, without limitation, using, promoting, offering to sell,
27 importing and/or selling devices that incorporate memory devices that embody the
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1 patented technology, and enabling end-user purchasers to use such devices in this District.
2 Dell is subject to the subpoena power of this Court within the State of California.

3 4. Defendant Hewlett-Packard Company (“HP”) is a corporation incorporated
4 under the laws of Delaware with its principal place of business at 3000 Hanover Street,
5 Palo Alto, California. HP is registered to do business in California and has a designated
6 registered agent in California for purposes of service of process. HP conducts business in
7 and is doing business in California and in this District and elsewhere in the United States,
8 including, without limitation, using, promoting, offering to sell, importing and/or selling
9 devices that incorporate memory devices that embody the patented technology, and
10 enabling end-user purchasers to use such devices in this District. HP is subject to the
11 subpoena power of this Court within the State of California.

12 5. Defendant Lenovo (United States) Inc. (“Lenovo”) is a corporation
13 incorporated under the laws of Delaware with its principal place of business at 1009
14 Think Place, Morrisville, North Carolina. Lenovo is registered to do business in
15 California and has a designated registered agent in California for purposes of service of
16 process. Lenovo conducts business in and is doing business in California and in this
17 District and elsewhere in the United States, including, without limitation, using,
18 promoting, offering to sell, importing and/or selling devices that incorporate memory
19 devices that embody the patented technology, and enabling end-user purchasers to use
20 such devices in this District. Lenovo is subject to the subpoena power of this Court within
21 the State of California.

22 6. Kingston Technology Co. (“Kingston”) is a corporation incorporated under
23 the laws of Delaware with its principal place of business at 17600 Newhope Street,
24 Fountain Valley, CA. Kingston conducts business in and is doing business in California
25 and in this District and elsewhere in the United States, including, without limitation,
26 using, promoting, offering to sell, importing and/or selling devices that incorporate
27 memory devices that embody the patented technology, and enabling end-user purchasers
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1 to use such devices in this District. Kingston is subject to the subpoena power of this
2 Court within the State of California.

3 7. OCZ Storage Solutions, Inc. (“OCZ”) is a corporation incorporated under the
4 laws of California with its principal place of business at 6373 San Ignacio Ave., San Jose,
5 CA. OCZ is registered to do business in California and has a designated registered agent
6 in California for purposes of service of process. OCZ conducts business in and is doing
7 business in California and in this District and elsewhere in the United States, including,
8 without limitation, using, promoting, offering to sell, importing and/or selling devices that
9 incorporate memory devices that embody the patented technology, and enabling end-user
10 purchasers to use such devices in this District. OCZ is subject to the subpoena power of
11 this Court within the State of California.

12 8. PNY Technologies, Inc. (“PNY”) is a corporation incorporated under the
13 laws of Delaware with its principal place of business at 100 Jefferson Road, Parsippany,
14 NJ. PNY conducts business in and is doing business in California and in this District and
15 elsewhere in the United States, including, without limitation, using, promoting, offering to
16 sell, importing and/or selling devices that incorporate memory devices that embody the
17 patented technology, and enabling end-user purchasers to use such devices in this District.
18 PNY is subject to the subpoena power of this Court within the State of California.

19 9. Transcend Information, Inc. (California) (“Transcend”) is a corporation
20 incorporated under the laws of California with its principal place of business at 1645
21 North Brian Street, Orange, CA. Transcend conducts business in and is doing business in
22 California and in this District and elsewhere in the United States, including, without
23 limitation, using, promoting, offering to sell, importing and/or selling devices that
24 incorporate memory devices that embody the patented technology, and enabling end-user
25 purchasers to use such devices in this District. Transcend is subject to the subpoena
26 power of this Court within the State of California.

1 10. Acer America Corporation (“Acer”) is a corporation incorporated under the
2 laws of California with its principal place of business at 333 West San Carlos Street, Suite
3 1500, San Jose CA. Acer is registered to do business in California and has a designated
4 registered agent in California for purposes of service of process. Acer conducts business
5 in and is doing business in California and in this District and elsewhere in the United
6 States, including, without limitation, using, promoting, offering to sell, importing and/or
7 selling devices that incorporate memory devices that embody the patented technology,
8 and enabling end-user purchasers to use such devices in this District. Acer is subject to
9 the subpoena power of this Court within the State of California.

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11 **JURISDICTION AND VENUE**

12 11. This is an action for patent infringement arising under the Patent Laws of the
13 United States, 35 U.S.C. § 1 *et seq.* This Court has subject matter jurisdiction over this
14 action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

15 12. On information and belief, each Defendant is subject to this Court’s specific
16 and general personal jurisdiction pursuant to due process and/or the California Long Arm
17 Statute (CCP §410.10), due at least to their substantial business conducted in this forum,
18 including (i) having solicited business in the State of California, transacted business
19 within the State of California and attempted to derive financial benefit from residents of
20 the State of California, including benefits directly related to the instant patent
21 infringement causes of action set forth herein; (ii) having placed their products and
22 services into the stream of commerce throughout the United States and having been
23 actively engaged in transacting business in California and in this District; and (iii) either
24 alone or in conjunction with others, having committed acts of infringement within
25 California and in this District.

26 13. On information and belief, Defendant Micron maintains systematic,
27 continuous and ongoing business operations within the State of California and this
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1 District, through which it uses, promotes, offers to sell, sells, and/or imports memory
2 devices and/or devices that incorporate memory devices that embody the patented
3 technology. Micron's California facilities include offices in Sacramento, Sunnyvale,
4 Milpitas and San Diego. Upon information and belief, Micron provides product design
5 and support services to various customers in this District, including one or more of the
6 other Defendants named in this lawsuit.

7 14. On information and belief, Defendant Dell maintains systematic, continuous
8 and ongoing business operations within the State of California and this District, through
9 which it uses, promotes, offers to sell, and sells devices that incorporate memory devices
10 that embody the patented technology. Dell's facilities include offices in Aliso Viejo,
11 California, in this District. Further, on information and belief, Dell provides product
12 technical support and sells devices to retailers and/or end users in this District.

13 15. On information and belief, Defendant HP maintains systematic, continuous
14 and ongoing business operations within the State of California and this District, through
15 which it uses, promotes, offers to sell, and sells devices that incorporate memory devices
16 that embody the patented technology. In addition to its Palo Alto, California
17 headquarters, HP's facilities include offices in Anaheim, California, in this District.
18 Further, on information and belief, HP provides product technical support and sells
19 devices to retailers and/or end users in this District.

20 16. On information and belief, Defendant Lenovo maintains systematic,
21 continuous and ongoing business operations within the State of California and this
22 District, through which it uses, promotes, offers to sell, and sells devices that incorporate
23 memory devices that embody the patented technology. Lenovo's California facilities
24 include offices in San Francisco and San Jose. Further, on information and belief, Lenovo
25 provides product technical support and sells devices to retailers and/or end users in this
26 District.

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1 17. On information and belief, Defendant Kingston maintains systematic,
2 continuous and ongoing business operations within the State of California and this
3 District, through which it uses, promotes, offers to sell, and sells devices that incorporate
4 memory devices that embody the patented technology. Kingston's headquarters are in
5 Fountain View, CA, which is in this District. Further, on information and belief, Kingston
6 provides product technical support and sells devices to retailers and/or end users in this
7 District.

8 18. On information and belief, Defendant OCZ maintains systematic, continuous
9 and ongoing business operations within the State of California and this District, through
10 which it uses, promotes, offers to sell, and sells devices that incorporate memory devices
11 that embody the patented technology. OCZ's facilities include corporate offices in San
12 Jose, California. Further, on information and belief, OCZ provides product technical
13 support and sells devices to retailers and/or end users in this District.

14 19. On information and belief, Defendant PNY maintains systematic, continuous
15 and ongoing business operations within the State of California and this District, through
16 which it uses, promotes, offers to sell, and sells devices that incorporate memory devices
17 that embody the patented technology. PNY's facilities include offices in San Jose,
18 California. Further, on information and belief, PNY provides product technical support
19 and sells devices to retailers and/or end users in this District.

20 20. On information and belief, Defendant Transcend maintains systematic,
21 continuous and ongoing business operations within the State of California and this
22 District, through which it uses, promotes, offers to sell, and sells devices that incorporate
23 memory devices that embody the patented technology. Transcend's facilities include
24 offices in Orange, California. Further, on information and belief, Transcend provides
25 product technical support and sells devices to retailers and/or end users in this District.

26 21. On information and belief, Defendant Acer maintains systematic, continuous
27 and ongoing business operations within the State of California and this District, through
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1 which it uses, promotes, offers to sell, and sells devices that incorporate memory devices
2 that embody the patented technology. Acer's facilities include offices in San Jose,
3 California. Further, on information and belief, Acer provides product technical support
4 and sells devices to retailers and/or end users in this District.

5 22. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b), 1391(c) and
6 1400(b) because each Defendant is subject to personal jurisdiction in this District, resides
7 in, has regularly conducted business in this District and/or has committed acts of patent
8 infringement in this District.

9 **FIRST CAUSE OF ACTION – INFRINGEMENT OF '504 PATENT**

10 23. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
11 1 to 22, as if fully set forth herein.

12 24. On September 8, 1998, U.S. Patent No. 5,805,504 ("the '504 patent"),
13 entitled "Synchronous Semiconductor Memory Having A Burst Transfer Mode With A
14 Plurality Of Subarrays Accessible In Parallel Via An Input Buffer," a copy of which is
15 attached hereto as Exhibit A, was duly and legally issued to the inventor, Mamoru Fujita.
16 The '504 patent issued from U.S. patent application Serial Number 08/758,367, filed
17 November 29, 1996. The inventor assigned all right, title, and interest in the '504 patent
18 to NEC Corporation (hereinafter "NEC"). NEC's right, title, and interest in the '504
19 patent was subsequently assigned to NEC Electronics Corporation, which further assigned
20 such right, title, and interest to Renesas Electronics Corp (hereinafter "Renesas"). Most
21 recently, Renesas assigned all right, title, and interest in the '504 patent to Acacia
22 Research Group LLC ("ARG"). The assignment to ARG was made subject only to
23 certain prior non-exclusive license agreements and a limited non-exclusive and non-
24 transferable limited license to Renesas. Neither the prior licensees nor Renesas possesses
25 any right to sue for or collect past, present and future damages or to seek and obtain
26 injunctive or any other relief for infringement of the '504 patent.

1 25. Renesas further granted ARG the right to assign its rights to a designated
2 affiliate of ARG. Prior to the commencement of this action, ARG assigned all right, title,
3 and interest in the '504 patent to LMS, its wholly owned designated affiliate, including all
4 of ARG's rights, obligations, interests and liabilities under the assignment agreement with
5 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under
6 such assignment agreement. LMS thus possesses the right to sue for or collect past,
7 present and future damages or to seek and obtain injunctive or any other relief for
8 infringement of the '504 patent.

9 26. Defendant Micron, directly and/or through its subsidiaries, affiliates, agents,
10 and/or business partners, has in the past and continues to directly infringe the '504 patent
11 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
12 and/or importing memory devices that embody the inventions claimed in the '504 patent,
13 within the United States and within this District. Defendant Micron has been and is
14 engaged in one or more of these direct infringing activities related to memory devices that
15 incorporate DRAM technology, including at least its DDR2, DDR3, and DDR4 chips
16 (hereinafter the "Micron DRAM Chips").

17 27. Defendant Micron, directly and/or through its subsidiaries, affiliates, agents,
18 and/or business partners, has contributed to and/or will continue to contribute to the direct
19 infringement of the '504 patent by the other Defendants pursuant to 35 U.S.C. § 271(c) at
20 least by one or more of providing, importing, offering for sale and selling its Micron
21 DRAM Chips as a material component of devices covered by the '504 patent and for use
22 by the other Defendants in making, using, selling, offering for sale and/or importing
23 devices covered by the '504 patent. The Micron DRAM Chips are not staple articles or
24 commodities of commerce suitable for substantial non-infringing use.

25 28. The service of this Complaint will provide Micron with actual notice of the
26 '504 patent and of Plaintiff's infringement allegations, including knowledge that its
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1 Micron DRAM Chips are especially made or especially adapted for use in infringing the
2 ‘504 patent.

3 29. Defendant Micron’s direct and contributory infringement of the ‘504 patent
4 has injured LMS. LMS is entitled to recover damages adequate to compensate for such
5 infringement pursuant to 35 U.S.C. § 284.

6 30. Unless it ceases its infringing activities, Micron will continue to injure LMS
7 by directly infringing and by contributing to the infringement by others of the ‘504 patent.

8 31. On information and belief, Micron will continue infringing, notwithstanding
9 its actual knowledge of the ‘504 patent and while lacking an objectively reasonable good
10 faith basis to believe that its activities do not infringe any valid claim of the ‘504 patent.
11 Defendant Micron’s future acts of infringement will constitute continuing willful
12 infringement of the ‘504 patent.

13 32. Defendant Dell, directly and/or through its subsidiaries, affiliates, agents,
14 and/or business partners, has in the past and continues to directly infringe the ‘504 patent
15 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
16 and/or importing devices incorporating memory devices that embody the invention
17 claimed in the ‘504 patent, within the United States and within this District. Dell has been
18 and is engaged in one or more of these direct infringing activities related to its
19 manufacture, distribution, support, and sales of devices such as servers, personal
20 computers and laptop computers that incorporate Micron DRAM Chips. These infringing
21 devices include, for example and without limitation, Dell’s XPS13 and Alienware 17
22 laptops; Dell Precision T3610, Dell Precision T3610, Dell Precision Tower 7810, Dell
23 Precision T7610, Dell Precision Rack 7910, Dell Precision Rack 7810, Dell Precision
24 Tower 5810, Dell Precision T5610 workstations; PowerEdge M620, PowerEdge M820
25 blade servers; and PowerEdge R620, PowerEdge R720, PowerEdge R820 rack servers.

26 33. The service of this Complaint will provide Dell with actual notice of the ‘504
27 patent and of Plaintiff’s infringement allegations herein.

1 34. Dell's direct infringement of the '504 patent has injured LMS. LMS is
2 entitled to recover damages adequate to compensate for such infringement pursuant to 35
3 U.S.C. § 284.

4 35. Unless it ceases its infringing activities, Defendant Dell will continue to
5 injure LMS by directly infringing the '504 patent.

6 36. On information and belief, Defendant Dell will continue its infringement
7 notwithstanding its actual knowledge of the '504 patent and while lacking an objectively
8 reasonable good faith basis to believe that its activities do not infringe any valid claim of
9 the '504 patent. As such, Dell's future acts of infringement will constitute continuing
10 willful infringement of the '504 patent.

11 37. Defendant HP, directly and/or through its subsidiaries, affiliates, agents,
12 and/or business partners, has in the past and continues to directly infringe the '504 patent
13 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
14 and/or importing devices incorporating memory devices that embody the invention
15 claimed in the '504 patent, within the United States and within this District. HP has been
16 and is engaged in one or more of these direct infringing activities related to its
17 manufacture, distribution, support, and sales of devices such as servers that incorporate
18 Micron DRAM Chips. These infringing devices include, for example and without
19 limitation, HP's X820 blade server and HP Integrity Server BL870c PC server.

20 38. The service of this Complaint will provide HP with actual notice of the '504
21 patent and of Plaintiff's infringement allegations herein.

22 39. HP's direct infringement of the '504 patent has injured LMS. LMS is
23 entitled to recover damages adequate to compensate for such infringement pursuant to 35
24 U.S.C. § 284.

25 40. Unless it ceases its infringing activities, Defendant HP will continue to injure
26 LMS by directly infringing the '504 patent.

1 41. On information and belief, Defendant HP will continue its infringement
2 notwithstanding its actual knowledge of the '504 patent and while lacking an objectively
3 reasonable good faith basis to believe that its activities do not infringe any valid claim of
4 the '504 patent. As such, HP's future acts of infringement will constitute continuing
5 willful infringement of the '504 patent.

6 42. Defendant Lenovo, directly and/or through its subsidiaries, affiliates, agents,
7 and/or business partners, has in the past and continues to directly infringe the '504 patent
8 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
9 and/or importing devices incorporating memory devices that embody the invention
10 claimed in the '504 patent, within the United States and within this District. Lenovo has
11 been and is engaged in one or more of these direct infringing activities related to its
12 manufacture, distribution, support, and sales of devices such as servers and laptop
13 computers that incorporate Micron DRAM Chips. These infringing devices include, for
14 example and without limitation, Lenovo's System x3550 M5 server and Ideapad Yoga 13
15 laptop.

16 43. The service of this Complaint will provide Lenovo with actual notice of the
17 '504 patent and of Plaintiff's infringement allegations herein.

18 44. Lenovo's direct infringement of the '504 patent has injured LMS. LMS is
19 entitled to recover damages adequate to compensate for such infringement pursuant to 35
20 U.S.C. § 284.

21 45. Unless it ceases its infringing activities, Defendant Lenovo will continue to
22 injure LMS by directly infringing the '504 patent.

23 46. On information and belief, Defendant Lenovo will continue its infringement
24 notwithstanding its actual knowledge of the '504 patent and while lacking an objectively
25 reasonable good faith basis to believe that its activities do not infringe any valid claim of
26 the '504 patent. As such, Lenovo's future acts of infringement will constitute continuing
27 willful infringement of the '504 patent.

1 47. Defendant OCZ, directly and/or through its subsidiaries, affiliates, agents,
2 and/or business partners, has in the past and continues to directly infringe the '504 patent
3 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
4 and/or importing devices incorporating memory devices that embody the invention
5 claimed in the '504 patent, within the United States and within this District. OCZ has
6 been and is engaged in one or more of these direct infringing activities related to its
7 manufacture, distribution, support, and sales of devices such as solid state hard drives that
8 incorporate Micron DRAM Chips. These infringing devices include, for example and
9 without limitation, OCZ's Arc 100 Series Solid State Drive.

10 48. The service of this Complaint will provide OCZ with actual notice of the
11 '504 patent and of Plaintiff's infringement allegations herein.

12 49. OCZ's direct infringement of the '504 patent has injured LMS. LMS is
13 entitled to recover damages adequate to compensate for such infringement pursuant to 35
14 U.S.C. § 284.

15 50. Unless it ceases its infringing activities, Defendant OCZ will continue to
16 injure LMS by directly infringing the '504 patent.

17 51. On information and belief, Defendant OCZ will continue its infringement
18 notwithstanding its actual knowledge of the '504 patent and while lacking an objectively
19 reasonable good faith basis to believe that its activities do not infringe any valid claim of
20 the '504 patent. As such, OCZ's future acts of infringement will constitute continuing
21 willful infringement of the '504 patent.

22 52. Defendant Kingston, directly and/or through its subsidiaries, affiliates,
23 agents, and/or business partners, has in the past and continues to directly infringe the '504
24 patent pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to
25 sell and/or importing devices incorporating memory devices that embody the invention
26 claimed in the '504 patent, within the United States and within this District. Kingston has
27 been and is engaged in one or more of these direct infringing activities related to its
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1 manufacture, distribution, support, and sales of memory devices that incorporate Micron
2 DRAM Chips.

3 53. The service of this Complaint will provide Kingston with actual notice of the
4 ‘504 patent and of Plaintiff’s infringement allegations herein.

5 54. Kingston’s direct infringement of the ‘504 patent has injured LMS. LMS is
6 entitled to recover damages adequate to compensate for such infringement pursuant to 35
7 U.S.C. § 284.

8 55. Unless it ceases its infringing activities, Defendant Kingston will continue to
9 injure LMS by directly infringing the ‘504 patent.

10 56. On information and belief, Defendant Kingston will continue its infringement
11 notwithstanding its actual knowledge of the ‘504 patent and while lacking an objectively
12 reasonable good faith basis to believe that its activities do not infringe any valid claim of
13 the ‘504 patent. As such, Kingston’s future acts of infringement will constitute continuing
14 willful infringement of the ‘504 patent.

15 57. Defendant Micron’s infringing activities share an aggregate of operating
16 facts and are part of the same transaction or series of transactions as the infringing
17 activities of each other Defendant accused under the ‘504 patent. Specifically, each
18 infringing device made, used, imported, offered for sale, and/or sold by each such other
19 Defendant incorporates a Micron DRAM Chip made, used, imported, offered for sale,
20 and/or sold by Micron. Joinder of the Defendants is proper, at least in light of the above
21 facts.

22 **SECOND CAUSE OF ACTION – INFRINGEMENT OF ‘441 PATENT**

23 58. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
24 1 to 57, as if fully set forth herein.

25 59. On April 13, 1999, U.S. Patent No. 5,894,441 (“the ‘441 patent”), entitled
26 “Semiconductor Memory Device With Redundancy Circuit,” a copy of which is attached
27 hereto as Exhibit B, was duly and legally issued to the inventor, Shigeyuki Nakazawa.

1 The '441 patent issued from U.S. patent application Serial Number 09/050,354 filed
2 March 31, 1998. The inventor assigned all right, title, and interest in the '441 patent to
3 NEC Corporation (hereinafter "NEC"). NEC's right, title, and interest in the '441 patent
4 was subsequently assigned to NEC Electronics Corporation, which further assigned such
5 right, title, and interest to Renesas Electronics Corp. (hereinafter "Renesas"). Most
6 recently, Renesas assigned all right, title, and interest in the '441 patent to Acacia
7 Research Group LLC ("ARG"). The assignment to ARG was made subject only to
8 certain prior non-exclusive license agreements and a limited non-exclusive and non-
9 transferable limited license to Renesas. Neither the prior licensees nor Renesas possesses
10 any right to sue for or collect past, present and future damages or to seek and obtain
11 injunctive or any other relief for infringement of the '441 patent.

12 60. Renesas further granted ARG the right to assign its license rights to a
13 designated affiliate of ARG. Prior to the commencement of this action, ARG assigned all
14 right, title, and interest in the '441 patent to LMS, its wholly owned designated affiliate,
15 including all of ARG's rights, obligations, interests and liabilities under the assignment
16 agreement with Renesas. LMS assumed all such rights, obligations, interests and
17 liabilities of ARG under such assignment agreement. LMS thus possesses the right to sue
18 for or collect past, present and future damages or to seek and obtain injunctive or any
19 other relief for infringement of the '441 patent.

20 61. Defendant Micron, directly and/or through its subsidiaries, affiliates, agents,
21 and/or business partners, has in the past and continues to directly infringe the '441 patent
22 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
23 and/or importing memory devices that embody the invention claimed in the '441 patent,
24 within the United States and within this District. Defendant Micron has been and is
25 engaged in one or more of these direct infringing activities related to the Micron DRAM
26 Chips.

1 62. Defendant Micron, directly and/or through its subsidiaries, affiliates, agents,
2 and/or business partners, has contributed to and/or will continue to contribute to the direct
3 infringement of the '441 patent by the other Defendants pursuant to 35 U.S.C. § 271(c) at
4 least by one or more of providing, importing, offering for sale and selling its Micron
5 DRAM Chips as a material component of devices covered by the '441 patent and for use
6 by the other Defendants in making, using, selling, offering for sale and/or importing
7 devices covered by the '441 patent. The Micron DRAM Chips are not a staple articles or
8 commodities of commerce suitable for substantial non-infringing use.

9 63. The service of this Complaint will provide Micron with actual notice of the
10 '441 patent and of Plaintiff's infringement allegations, including knowledge that its
11 Micron DRAM Chips are especially made or especially adapted for use in infringing the
12 '441 patent.

13 64. Defendant Micron's direct and contributory infringement of the '441 patent
14 has injured LMS. LMS is entitled to recover damages adequate to compensate for such
15 infringement pursuant to 35 U.S.C. § 284.

16 65. Unless it ceases its infringing activities, Micron will continue to injure LMS
17 by directly infringing and by contributing to the infringement by others of the '441 patent.

18 66. On information and belief, Micron will continue infringing, notwithstanding
19 its actual knowledge of the '441 patent and while lacking an objectively reasonable good
20 faith basis to believe that its activities do not infringe any valid claim of the '441 patent.
21 Defendant Micron's future acts of infringement will constitute continuing willful
22 infringement of the '441 patent.

23 67. Defendant Dell, directly and/or through its subsidiaries, affiliates, agents,
24 and/or business partners, has in the past and continues to directly infringe the '441 patent
25 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
26 and/or importing devices incorporating memory devices that embody the invention
27 claimed in the '441 patent, within the United States and within this District. Dell has been
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1 and is engaged in one or more of these direct infringing activities related to its
2 manufacture, distribution, support, and sales of devices such as servers, personal
3 computers and laptop computers that incorporate Micron DRAM Chips. These infringing
4 devices include, for example and without limitation, Dell's XPS13 and Alienware 17
5 laptops; Dell Precision T3610, Dell Precision T3610, Dell Precision Tower 7810, Dell
6 Precision T7610, Dell Precision Rack 7910, Dell Precision Rack 7810, Dell Precision
7 Tower 5810, Dell Precision T5610 workstations; PowerEdge M620, PowerEdge M820
8 blade servers; and PowerEdge R620, PowerEdge R720, PowerEdge R820 rack servers.

9 68. The service of this Complaint will provide Dell with actual notice of the '441
10 patent and of Plaintiff's infringement allegations herein.

11 69. Dell's direct infringement of the '441 patent has injured LMS. LMS is
12 entitled to recover damages adequate to compensate for such infringement pursuant to 35
13 U.S.C. § 284.

14 70. Unless it ceases its infringing activities, Defendant Dell will continue to
15 injure LMS by directly infringing the '441 patent.

16 71. Upon information and belief, Defendant Dell will continue its infringement
17 notwithstanding its actual knowledge of the '441 patent and while lacking an objectively
18 reasonable good faith basis to believe that its activities do not infringe any valid claim of
19 the '441 patent. As such, Dell's future acts of infringement will constitute continuing
20 willful infringement of the '441 patent.

21 72. Defendant HP, directly and/or through its subsidiaries, affiliates, agents,
22 and/or business partners, has in the past and continues to directly infringe the '441 patent
23 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
24 and/or importing devices incorporating memory devices that embody the invention
25 claimed in the '441 patent, within the United States and within this District. HP has been
26 and is engaged in one or more of these direct infringing activities related to its
27 manufacture, distribution, support, and sales of devices such as servers that incorporate
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1 Micron's DRAM Processors. These infringing devices include, for example and without
2 limitation, HP's X820 blade server and HP Integrity Server BL870c PC server.

3 73. The service of this Complaint will provide HP with actual notice of the '441
4 patent and of Plaintiff's infringement allegations herein.

5 74. HP's direct infringement of the '441 patent has injured LMS. LMS is
6 entitled to recover damages adequate to compensate for such infringement pursuant to 35
7 U.S.C. § 284.

8 75. Unless it ceases its infringing activities, Defendant HP will continue to injure
9 LMS by directly infringing the '441 patent.

10 76. Upon information and belief, Defendant HP will continue its infringement
11 notwithstanding its actual knowledge of the '441 patent and while lacking an objectively
12 reasonable good faith basis to believe that its activities do not infringe any valid claim of
13 the '441 patent. As such, HP's future acts of infringement will constitute continuing
14 willful infringement of the '441 patent.

15 77. Defendant Lenovo, directly and/or through its subsidiaries, affiliates, agents,
16 and/or business partners, has in the past and continues to directly infringe the '441 patent
17 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
18 and/or importing devices incorporating memory devices that embody the invention
19 claimed in the '441 patent, within the United States and within this District. Lenovo has
20 been and is engaged in one or more of these direct infringing activities related to its
21 manufacture, distribution, support, and sales of devices such as servers and laptop
22 computers that incorporate Micron DRAM Chips. These infringing devices include, for
23 example and without limitation, Lenovo's System x3550 M5 server and Ideapad Yoga 13
24 laptop.

25 78. The service of this Complaint will provide Lenovo with actual notice of the
26 '441 patent and of Plaintiff's infringement allegations herein.

1 79. Lenovo's direct infringement of the '441 patent has injured LMS. LMS is
2 entitled to recover damages adequate to compensate for such infringement pursuant to 35
3 U.S.C. § 284.

4 80. Unless it ceases its infringing activities, Defendant Lenovo will continue to
5 injure LMS by directly infringing the '441 patent.

6 81. On information and belief, Defendant Lenovo will continue its infringement
7 notwithstanding its actual knowledge of the '441 patent and while lacking an objectively
8 reasonable good faith basis to believe that its activities do not infringe any valid claim of
9 the '441 patent. As such, Lenovo's future acts of infringement will constitute continuing
10 willful infringement of the '441 patent.

11 82. Defendant OCZ, directly and/or through its subsidiaries, affiliates, agents,
12 and/or business partners, has in the past and continues to directly infringe the '441 patent
13 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
14 and/or importing devices incorporating memory devices that embody the invention
15 claimed in the '441 patent, within the United States and within this District. OCZ has
16 been and is engaged in one or more of these direct infringing activities related to its
17 manufacture, distribution, support, and sales of devices such as solid state hard drives that
18 incorporate Micron DRAM Chips. These infringing devices include, for example and
19 without limitation, OCZ's Arc 100 Series Solid State Drive.

20 83. The service of this Complaint will provide OCZ with actual notice of the
21 '441 patent and of Plaintiff's infringement allegations herein.

22 84. OCZ's direct infringement of the '441 patent has injured LMS. LMS is
23 entitled to recover damages adequate to compensate for such infringement pursuant to 35
24 U.S.C. § 284.

25 85. Unless it ceases its infringing activities, Defendant OCZ will continue to
26 injure LMS by directly infringing the '441 patent.

1 86. On information and belief, Defendant OCZ will continue its infringement
2 notwithstanding its actual knowledge of the '441 patent and while lacking an objectively
3 reasonable good faith basis to believe that its activities do not infringe any valid claim of
4 the '441 patent. As such, OCZ's future acts of infringement will constitute continuing
5 willful infringement of the '441 patent.

6 87. Defendant Kingston, directly and/or through its subsidiaries, affiliates,
7 agents, and/or business partners, has in the past and continues to directly infringe the '441
8 patent pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to
9 sell and/or importing devices incorporating memory devices that embody the invention
10 claimed in the '441 patent, within the United States and within this District. Kingston has
11 been and is engaged in one or more of these direct infringing activities related to its
12 manufacture, distribution, support, and sales of memory devices that incorporate Micron
13 DRAM Chips.

14 88. The service of this Complaint will provide Kingston with actual notice of the
15 '441 patent and of Plaintiff's infringement allegations herein.

16 89. Kingston's direct infringement of the '441 patent has injured LMS. LMS is
17 entitled to recover damages adequate to compensate for such infringement pursuant to 35
18 U.S.C. § 284.

19 90. Unless it ceases its infringing activities, Defendant Kingston will continue to
20 injure LMS by directly infringing the '441 patent.

21 91. On information and belief, Defendant Kingston will continue its infringement
22 notwithstanding its actual knowledge of the '441 patent and while lacking an objectively
23 reasonable good faith basis to believe that its activities do not infringe any valid claim of
24 the '441 patent. As such, Kingston's future acts of infringement will constitute continuing
25 willful infringement of the '441 patent.

26 92. Defendant Micron's infringing activities share an aggregate of operating
27 facts and are part of the same transaction or series of transactions as the infringing
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1 activities of each other Defendant accused under the '441 patent. Specifically, each
2 infringing device made, used, imported, offered for sale, and/or sold by each such other
3 Defendant incorporates a Micron DRAM Chip made, used, imported, offered for sale,
4 and/or sold by Micron. Joinder of the Defendants is proper, at least in light of the above
5 facts.

6 **THIRD CAUSE OF ACTION – INFRINGEMENT OF '260 PATENT**

7 93. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
8 1 to 92, as if fully set forth herein.

9 94. On August 24, 1999, U.S. Patent No. 5,943,260 (“the ‘260 patent”), entitled
10 “Method For High-Speed Programming Of A Nonvolatile Semiconductor Memory
11 Device,” a copy of which is attached hereto as Exhibit C, was duly and legally issued to
12 the inventor, Tsuyoshi Hirakawa. The ‘260 patent issued from U.S. patent application
13 Serial Number 09/027,215 filed February 20, 1998. The inventor assigned all right, title,
14 and interest in the ‘260 patent to NEC Corporation (hereinafter “NEC”). NEC’s right,
15 title, and interest in the ‘260 patent was subsequently assigned to NEC Electronics
16 Corporation, which further assigned such right, title, and interest to Renesas Electronics
17 Corp. (hereinafter “Renesas”). Most recently, Renesas assigned all right, title, and interest
18 in the ‘260 patent to Acacia Research Group LLC (“ARG”). The assignment to ARG was
19 made subject only to certain prior non-exclusive license agreements and a limited non-
20 exclusive and non-transferable limited license to Renesas. Neither the prior licensees nor
21 Renesas possesses any right to sue for or collect past, present and future damages or to
22 seek and obtain injunctive or any other relief for infringement of the ‘260 patent.

23 95. Renesas further granted ARG the right to assign its license rights to a
24 designated affiliate of ARG. Prior to the commencement of this action, ARG assigned all
25 right, title, and interest in the ‘260 patent to LMS, its wholly owned designated affiliate,
26 including all of ARG’s rights, obligations, interests and liabilities under the assignment
27 agreement with Renesas. LMS assumed all such rights, obligations, interests and
28

1 liabilities of ARG under such assignment agreement. LMS thus possesses the right to sue
2 for or collect past, present and future damages or to seek and obtain injunctive or any
3 other relief for infringement of the '260 patent.

4 96. Defendant Micron, directly and/or through its subsidiaries, affiliates, agents,
5 and/or business partners, has in the past and continues to directly infringe the '260 patent
6 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
7 and/or importing memory devices that embody the invention claimed in the '260 patent,
8 within the United States and within this District. Defendant Micron has been and is
9 engaged in one or more of these direct infringing activities related to flash memory chips
10 that incorporate multi-level cell ("MLC") and triple-level cell ("TLC") technology
11 (hereinafter the "Micron Flash Chips").

12 97. Defendant Micron, directly and/or through its subsidiaries, affiliates, agents,
13 and/or business partners, has contributed to and/or will continue to contribute to the direct
14 infringement of the '260 patent by the other Defendants pursuant to 35 U.S.C. § 271(c) at
15 least by one or more of providing, importing, offering for sale and selling its Micron Flash
16 Chips as a material component of devices covered by the '260 patent and for use by the
17 other Defendants in making, using, selling, offering for sale and/or importing devices
18 covered by the '260 patent. The Micron Flash Chips are not a staple articles or
19 commodities of commerce suitable for substantial non-infringing use.

20 98. The service of this Complaint will provide Micron with actual notice of the
21 '260 patent and of Plaintiff's infringement allegations, including knowledge that its
22 Micron Flash Chips are especially made or especially adapted for use in infringing the
23 '260 patent.

24 99. Defendant Micron's direct and contributory infringement of the '260 patent
25 has injured LMS. LMS is entitled to recover damages adequate to compensate for such
26 infringement pursuant to 35 U.S.C. § 284.

1 100. Unless it ceases its infringing activities, Micron will continue to injure LMS
2 by directly infringing and by contributing to the infringement by others of the ‘260 patent.

3 101. On information and belief, Micron will continue infringing, notwithstanding
4 its actual knowledge of the ‘260 patent and while lacking an objectively reasonable good
5 faith basis to believe that its activities do not infringe any valid claim of the ‘260 patent.
6 Defendant Micron’s future acts of infringement will constitute continuing willful
7 infringement of the ‘260 patent.

8 102. Defendant Dell, directly and/or through its subsidiaries, affiliates, agents,
9 and/or business partners, has in the past and continues to directly infringe the ‘260 patent
10 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
11 and/or importing devices incorporating memory devices that embody the invention
12 claimed in the ‘260 patent, within the United States and within this District. Dell has been
13 and is engaged in one or more of these direct infringing activities related to its
14 manufacture, distribution, support, and sales of devices such as servers, personal
15 computers and laptop computers that incorporate Micron Flash Chips. These infringing
16 devices include, for example and without limitation, Dell’s Inspiron 14 7437 laptop and
17 Dell Precision Tower 5810, Dell Precision Tower 7810, and Dell Precision Rack 7910
18 workstations.

19 103. The service of this Complaint will provide Dell with actual notice of the ‘260
20 patent and of Plaintiff’s infringement allegations herein.

21 104. Dell’s direct infringement of the ‘260 patent has injured LMS. LMS is
22 entitled to recover damages adequate to compensate for such infringement pursuant to 35
23 U.S.C. § 284.

24 105. Unless it ceases its infringing activities, Defendant Dell will continue to
25 injure LMS by directly infringing the ‘260 patent.

26 106. Upon information and belief, Defendant Dell will continue its infringement
27 notwithstanding its actual knowledge of the ‘260 patent and while lacking an objectively
28

1 reasonable good faith basis to believe that its activities do not infringe any valid claim of
2 the '260 patent. As such, Dell's future acts of infringement will constitute continuing
3 willful infringement of the '260 patent.

4 107. Defendant HP, directly and/or through its subsidiaries, affiliates, agents,
5 and/or business partners, has in the past and continues to directly infringe the '260 patent
6 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
7 and/or importing devices incorporating memory devices that embody the invention
8 claimed in the '260 patent, within the United States and within this District. HP has been
9 and is engaged in one or more of these direct infringing activities related to its
10 manufacture, distribution, support, and sales of devices such as personal computers and
11 laptop computers that incorporate Micron's Flash Processors. These infringing devices
12 include, for example and without limitation, HP's EliteBook 740 G1 Notebook PC, HP
13 EliteBook 8760w, and HP EliteBook 840 notebooks; HP Z620 and HP Z420
14 workstations; and Zbook 14 mobile workstation.

15 108. The service of this Complaint will provide HP with actual notice of the '260
16 patent and of Plaintiff's infringement allegations herein.

17 109. HP's direct infringement of the '260 patent has injured LMS. LMS is
18 entitled to recover damages adequate to compensate for such infringement pursuant to 35
19 U.S.C. § 284.

20 110. Unless it ceases its infringing activities, Defendant HP will continue to injure
21 LMS by directly infringing the '260 patent.

22 111. Upon information and belief, Defendant HP will continue its infringement
23 notwithstanding its actual knowledge of the '260 patent and while lacking an objectively
24 reasonable good faith basis to believe that its activities do not infringe any valid claim of
25 the '260 patent. As such, HP's future acts of infringement will constitute continuing
26 willful infringement of the '260 patent.

1 112. Defendant Lenovo, directly and/or through its subsidiaries, affiliates, agents,
2 and/or business partners, has in the past and continues to directly infringe the ‘260 patent
3 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
4 and/or importing devices incorporating memory devices that embody the invention
5 claimed in the ‘260 patent, within the United States and within this District. Lenovo has
6 been and is engaged in one or more of these direct infringing activities related to its
7 manufacture, distribution, support, and sales of devices such as laptop computers that
8 incorporate Micron Flash Chips. These infringing devices include, for example and
9 without limitation, Lenovo’s Ideapad Yoga 13 and ThinkPad T430s laptops.

10 113. The service of this Complaint will provide Lenovo with actual notice of the
11 ‘260 patent and of Plaintiff’s infringement allegations herein.

12 114. Lenovo’s direct infringement of the ‘260 patent has injured LMS. LMS is
13 entitled to recover damages adequate to compensate for such infringement pursuant to 35
14 U.S.C. § 284.

15 115. Unless it ceases its infringing activities, Defendant Lenovo will continue to
16 injure LMS by directly infringing the ‘260 patent.

17 116. On information and belief, Defendant Lenovo will continue its infringement
18 notwithstanding its actual knowledge of the ‘260 patent and while lacking an objectively
19 reasonable good faith basis to believe that its activities do not infringe any valid claim of
20 the ‘260 patent. As such, Lenovo’s future acts of infringement will constitute continuing
21 willful infringement of the ‘260 patent.

22 117. Defendant PNY, directly and/or through its subsidiaries, affiliates, agents,
23 and/or business partners, has in the past and continues to directly infringe the ‘260 patent
24 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
25 and/or importing devices incorporating memory devices that embody the invention
26 claimed in the ‘260 patent, within the United States and within this District. PNY has
27 been and is engaged in one or more of these direct infringing activities related to its
28

1 manufacture, distribution, support, and sales of devices such as solid state drives that
2 incorporate Micron Flash Chips. These infringing devices include, for example and
3 without limitation, PNY's XLR8 Solid State Drive.

4 118. The service of this Complaint will provide PNY with actual notice of the
5 '260 patent and of Plaintiff's infringement allegations herein.

6 119. PNY's direct infringement of the '260 patent has injured LMS. LMS is
7 entitled to recover damages adequate to compensate for such infringement pursuant to 35
8 U.S.C. § 284.

9 120. Unless it ceases its infringing activities, Defendant PNY will continue to
10 injure LMS by directly infringing the '260 patent.

11 121. On information and belief, Defendant PNY will continue its infringement
12 notwithstanding its actual knowledge of the '260 patent and while lacking an objectively
13 reasonable good faith basis to believe that its activities do not infringe any valid claim of
14 the '260 patent. As such, PNY's future acts of infringement will constitute continuing
15 willful infringement of the '260 patent.

16 122. Defendant Transcend, directly and/or through its subsidiaries, affiliates,
17 agents, and/or business partners, has in the past and continues to directly infringe the '260
18 patent pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to
19 sell and/or importing devices incorporating memory devices that embody the invention
20 claimed in the '260 patent, within the United States and within this District. Transcend
21 has been and is engaged in one or more of these direct infringing activities related to its
22 manufacture, distribution, support, and sales of devices such as USB flash drives and solid
23 state drives that incorporate Micron Flash Chips. These infringing devices include, for
24 example and without limitation, Transcend's Jet Flash 790, Thunderbolt SJM500,
25 SSD370, and MTS800.

26 123. The service of this Complaint will provide Transcend with actual notice of
27 the '260 patent and of Plaintiff's infringement allegations herein.

1 124. Transcend's direct infringement of the '260 patent has injured LMS. LMS is
2 entitled to recover damages adequate to compensate for such infringement pursuant to 35
3 U.S.C. § 284.

4 125. Unless it ceases its infringing activities, Defendant Transcend will continue
5 to injure LMS by directly infringing the '260 patent.

6 126. On information and belief, Defendant Transcend will continue its
7 infringement notwithstanding its actual knowledge of the '260 patent and while lacking an
8 objectively reasonable good faith basis to believe that its activities do not infringe any
9 valid claim of the '260 patent. As such, Transcend's future acts of infringement will
10 constitute continuing willful infringement of the '260 patent.

11 127. Defendant Kingston, directly and/or through its subsidiaries, affiliates,
12 agents, and/or business partners, has in the past and continues to directly infringe the '260
13 patent pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to
14 sell and/or importing devices incorporating memory devices that embody the invention
15 claimed in the '260 patent, within the United States and within this District. Kingston has
16 been and is engaged in one or more of these direct infringing activities related to its
17 manufacture, distribution, support, and sales of devices such as solid state drives that
18 incorporate Micron Flash Chips. These infringing devices include, for example and
19 without limitation, Kingston's SSDNow V300 Solid State Drive.

20 128. The service of this Complaint will provide Kingston with actual notice of the
21 '260 patent and of Plaintiff's infringement allegations herein.

22 129. Kingston's direct infringement of the '260 patent has injured LMS. LMS is
23 entitled to recover damages adequate to compensate for such infringement pursuant to 35
24 U.S.C. § 284.

25 130. Unless it ceases its infringing activities, Defendant Kingston will continue to
26 injure LMS by directly infringing the '260 patent.

1 131. On information and belief, Defendant Kingston will continue its infringement
2 notwithstanding its actual knowledge of the '260 patent and while lacking an objectively
3 reasonable good faith basis to believe that its activities do not infringe any valid claim of
4 the '260 patent. As such, Kingston's future acts of infringement will constitute continuing
5 willful infringement of the '260 patent.

6 132. Defendant Acer, directly and/or through its subsidiaries, affiliates, agents,
7 and/or business partners, has in the past and continues to directly infringe the '260 patent
8 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
9 and/or importing devices incorporating memory devices that embody the invention
10 claimed in the '260 patent, within the United States and within this District. Acer has
11 been and is engaged in one or more of these direct infringing activities related to its
12 manufacture, distribution, support, and sales of devices such as laptop computers that
13 incorporate Micron Flash Chips. These infringing devices include, for example and
14 without limitation, Acer's Aspire S3 laptop.

15 133. The service of this Complaint will provide Acer with actual notice of the
16 '260 patent and of Plaintiff's infringement allegations herein.

17 134. Acer's direct infringement of the '260 patent has injured LMS. LMS is
18 entitled to recover damages adequate to compensate for such infringement pursuant to 35
19 U.S.C. § 284.

20 135. Unless it ceases its infringing activities, Defendant Acer will continue to
21 injure LMS by directly infringing the '260 patent.

22 136. On information and belief, Defendant Acer will continue its infringement
23 notwithstanding its actual knowledge of the '260 patent and while lacking an objectively
24 reasonable good faith basis to believe that its activities do not infringe any valid claim of
25 the '260 patent. As such, Acer's future acts of infringement will constitute continuing
26 willful infringement of the '260 patent.

1 137. Defendant Micron's infringing activities share an aggregate of operating
2 facts and are part of the same transaction or series of transactions as the infringing
3 activities of each other Defendant accused under the '260 patent. Specifically, each
4 infringing device made, used, imported, offered for sale, and/or sold by each such other
5 Defendant incorporates a Micron Flash Chip made, used, imported, offered for sale,
6 and/or sold by Micron. Joinder of the Defendants is proper, at least in light of the above
7 facts.

8
9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs prays for:

- 11 1. Judgment that the '504, 441, and '260 patents are each valid and enforceable;
12 2. Judgment that the '504 and '441 patents are infringed by Micron, Lenovo,
13 Dell, HP, OCZ, and Kingston;
14 3. Judgment that the '260 patent is infringed by Micron, Dell, Lenovo, HP,
15 PNY, Transcend, Acer, and Kingston;
16 4. An award of damages arising out of each Defendant's acts of patent
17 infringement, together with pre-judgment and post-judgment interest;
18 5. Judgment that the future damages so adjudged be trebled in accordance with
19 35 U.S.C. § 284;
20 6. An award of Plaintiff LMS's attorneys' fees, costs and expenses incurred in
21 this action in accordance with 35 U.S.C. § 285; and
22 7. Such other and further relief as the Court may deem just and proper.

23
24 **RESERVATION OF RIGHTS**

25 LMS's investigation is ongoing, and certain material information remains in the
26 sole possession of the Defendants or third parties, which will be obtained via discovery
27
28

1 herein. LMS expressly reserves the right to amend or supplement the causes of action set
2 forth herein in accordance with Rule 15 of the Federal Rules of Civil Procedure.

3
4 Respectfully submitted,

5
6 Date: February 17, 2015

/s/ Jon A. Birmingham

7 Jon A. Birmingham (CA SBN 271034)
8 FITCH, EVEN, TABIN & FLANNERY LLP
9 21700 Oxnard Street, Suite 1740
10 Los Angeles, California 91367
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13 Email: jbirmi@fitcheven.com

ATTORNEY FOR PLAINTIFF

JURY DEMAND

LMS demands trial by jury of all issues triable of right by a jury.

Respectfully submitted,

Date: February 17, 2015

/s/ Jon A. Birmingham

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ATTORNEY FOR PLAINTIFF