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SOTA SEMICONDUCTOR LLC

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

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11 SOTA SEMICONDUCTOR LLC, a
California Corporation,

12 **Plaintiff,**

13 v.

14 MARVELL SEMICONDUCTOR, INC., a
15 California Corporation,
16 BELKIN INTERNATIONAL, INC., a
Delaware Corporation,
17 DELL INC., a Delaware Corporation,
18 HEWLETT-PACKARD COMPANY, a
California Corporation,
19 HISENSE USA CORP., a Georgia
Corporation,
20 KONICA MINOLTA BUSINESS SOLUTIONS
U.S.A., INC., a New York Corporation,
LENOVO (UNITED STATES) INC., a
21 Delaware Corporation,
NETGEAR, INC., a California Corporation,
22 SAMSUNG ELECTRONICS AMERICA, INC.,
a New York Corporation,
23 SEAGATE TECHNOLOGY LLC, a Delaware
Corporation,
24 WESTERN DIGITAL CORP., a Delaware
Corporation,

25 **Defendants.**

Case No.:

COMPLAINT FOR PATENT INFRINGEMENT

DEMAND FOR JURY TRIAL

1 Plaintiff, SOTA Semiconductor LLC (“SOTA”) complains against Defendants
2 Marvell Semiconductor, Inc., Belkin International, Inc., Dell Inc., Hewlett-Packard
3 Company, Hisense USA Corp., Konica Minolta Business Solutions U.S.A., Inc., Lenovo
4 (United States) Inc., Netgear, Inc., Samsung Electronics America, Inc., Seagate
5 Technology LLC and Western Digital Corp. (collectively, “Defendants”) for patent
6 infringement pursuant to this Court’s subject matter jurisdiction under 28 U.S.C. §§1331
7 and 1338(a), as follows:

8 **THE PARTIES**

9 1. Plaintiff SOTA is a corporation organized and existing under the laws of the
10 State of California with its principle place of business at 500 Newport Center Drive, 7th
11 Floor, Newport Beach, California. SOTA is in the business of licensing patented
12 technology. SOTA is the assignee of U.S. Patent Nos. 5,991,545 (“the ‘545 patent”) and
13 6,643,713 (“the ‘713 patent”).

14 2. Defendant Marvell Semiconductor, Inc. (“Marvell”) is a corporation
15 incorporated under the laws of California with its principal place of business at 5488
16 Marvell Lane, Santa Clara, California. Marvell is registered to do business in California
17 and has a designated registered agent in California for purposes of service of process.
18 Marvell conducts business in and is doing business in California and in this District and
19 elsewhere in the United States, including, without limitation, making, using, promoting,
20 offering to sell, importing and/or selling microprocessors and/or devices that incorporate
21 microprocessors that embody the patented technology, and enabling end-user purchasers
22 to use such devices in this District. Marvell is subject to the subpoena power of this Court
23 within the State of California.

24 3. Defendant Belkin International, Inc. (“Belkin”) is a corporation incorporated
25 under the laws of Delaware with its principal place of business at 12045 E. Waterfront
26 Drive, Playa Vista, California. Belkin is registered to do business in California and has a
27 designated registered agent in California for purposes of service of process. Belkin
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1 conducts business in and is doing business in California and in this District and elsewhere
2 in the United States, including, without limitation, using, promoting, offering to sell,
3 importing and/or selling devices that incorporate microprocessors that embody the
4 patented technology, and enabling end-user purchasers to use such devices in this District.
5 Belkin is subject to the subpoena power of this Court within the State of California.

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

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

22 6. Defendant Hisense USA Corp. (“Hisense”) is a corporation incorporated
23 under the laws of Georgia with its principal place of business at 7310 McGinnis Ferry
24 Road, Suwanee, Georgia. Hisense conducts business in and is doing business in
25 California and in this District and elsewhere in the United States, including, without
26 limitation, using, promoting, offering to sell, importing and/or selling devices that
27 incorporate microprocessors that embody the patented technology, and enabling end-user
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1 purchasers to use such devices in this District. Hisense is subject to the subpoena power
2 of this Court within the State of California.

3 7. Defendant Konica Minolta Business Solutions U.S.A, Inc. (“Konica
4 Minolta”) is a corporation incorporated under the laws of New York with its principal
5 place of business at 100 Williams Drive, Ramsey, New Jersey. Konica Minolta conducts
6 business in and is doing business in California and in this District and elsewhere in the
7 United States, including, without limitation, using, promoting, offering to sell, importing
8 and/or selling devices that incorporate microprocessors that embody the patented
9 technology, and enabling end-user purchasers to use such devices in this District. Konica
10 Minolta is subject to the subpoena power of this Court within the State of California.

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

21 9. Defendant Netgear, Inc. (“Netgear”) is a corporation incorporated under the
22 laws of California with its principal place of business at 350 East Plumeria Drive, San
23 Jose, California. Netgear is registered to do business in California and has a designated
24 registered agent in California for purposes of service of process. Netgear conducts
25 business in and is doing business in California and in this District and elsewhere in the
26 United States, including, without limitation, using, promoting, offering to sell, importing
27 and/or selling devices that incorporate microprocessors that embody the patented
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1 technology, and enabling end-user purchasers to use such devices in this District. Netgear
2 is subject to the subpoena power of this Court within the State of California.

3 10. Defendant Samsung Electronics America, Inc. (“Samsung”) is a corporation
4 incorporated under the laws of New York with its principal place of business at 85
5 Challenger Road, Ridgefield Park, New Jersey. Samsung is registered to do business in
6 California and has a designated registered agent in California for purposes of service of
7 process. Samsung conducts business in and is doing business in California and in this
8 District and elsewhere in the United States, including, without limitation, using,
9 promoting, offering to sell, importing and/or selling devices that incorporate
10 microprocessors that embody the patented technology, and enabling end-user purchasers
11 to use such devices in this District. Samsung is subject to the subpoena power of this
12 Court within the State of California.

13 11. Defendant Seagate Technology LLC (“Seagate”) is a corporation
14 incorporated under the laws of Delaware with its principal place of business at 10200
15 South DeAnza Boulevard, Cupertino, California. Seagate is registered to do business in
16 California and has a designated registered agent in California for purposes of service of
17 process. Seagate conducts business in and is doing business in California and in this
18 District and elsewhere in the United States, including, without limitation, using,
19 promoting, offering to sell, importing and/or selling devices that incorporate
20 microprocessors that embody the patented technology, and enabling end-user purchasers
21 to use such devices in this District. Seagate is subject to the subpoena power of this Court
22 within the State of California.

23 12. Defendant Western Digital Corp. (“WD”) is a corporation incorporated under
24 the laws of Delaware with its principal place of business at 3355 Michelson Drive, Suite
25 100, Irvine, California. WD is registered to do business in California and has a designated
26 registered agent in California for purposes of service of process. WD conducts business
27 in and is doing business in California and in this District and elsewhere in the United
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1 States, including, without limitation, using, promoting, offering to sell, importing and/or
2 selling devices that incorporate microprocessors that embody the patented technology, and
3 enabling end-user purchasers to use such devices in this District. WD is subject to the
4 subpoena power of this Court within the State of California.

5 **JURISDICTION AND VENUE**

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

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

20 15. On information and belief, Marvell maintains systematic, continuous and
21 ongoing business operations within the State of California and this District, through which
22 it uses, promotes, offers to sell, sells, and/or imports microprocessors and/or devices that
23 incorporate microprocessors that embody the patented technology. In addition to its Santa
24 Clara, California headquarters, Marvell's facilities include offices in Aliso Viejo,
25 California, in this District. Upon information and belief, Marvell provides product design
26 and support services to various customers in this District, including one or more of the
27 other Defendants named in this lawsuit.

1 16. On information and belief, Defendant Belkin 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 microprocessors that embody the patented technology. In addition to its Playa Vista,
5 California headquarters, Belkin's facilities include offices in Irvine, California, in this
6 District. Further, on information and belief, Belkin provides product technical support
7 and sells devices to retailers and/or end users in this District.

8 17. On information and belief, Defendant Dell 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 microprocessors
11 that embody the patented technology. Dell's facilities include offices in Aliso Viejo,
12 California, in this District. Further, on information and belief, Dell provides product
13 technical support and sells devices to retailers and/or end users in this District.

14 18. On information and belief, Defendant HP 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 microprocessors
17 that embody the patented technology. In addition to its Palo Alto, California
18 headquarters, HP's facilities include offices in Anaheim, California, in this District.
19 Further, on information and belief, HP provides product technical support and sells
20 devices to retailers and/or end users in this District.

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

1 20. On information and belief, Defendant Konica Minolta 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 microprocessors that embody the patented technology. Konica Minolta's facilities include
5 offices in Anaheim, California, Gardena, California, Los Angeles, California, and
6 Woodland Hills, California, in this District. Further, on information and belief, Konica
7 Minolta provides product technical support and sells devices to retailers and/or end users
8 in this District.

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

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

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

3 24. On information and belief, Defendant Seagate maintains systematic,
4 continuous and ongoing business operations within the State of California and this
5 District, through which it uses, promotes, offers to sell, and sells devices that incorporate
6 microprocessors that embody the patented technology. In addition to its Cupertino,
7 California headquarters, Seagate's facilities include offices in Fremont, California, San
8 Francisco, California, and Scotts Valley, California. Further, on information and belief,
9 Seagate provides product technical support and sells devices to retailers and/or end users
10 in this District.

11 25. On information and belief, Defendant WD maintains systematic, continuous
12 and ongoing business operations within the State of California and this District, through
13 which it uses, promotes, offers to sell, and sells devices that incorporate microprocessors
14 that embody the patented technology. WD's facilities include headquarters in Irvine,
15 California, in this District. Further, on information and belief, WD provides product
16 technical support and sells devices to retailers and/or end users in this District.

17 26. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b), 1391(c) and
18 1400(b) because each Defendant is subject to personal jurisdiction in this District, resides
19 in, has regularly conducted business in this District and/or has committed acts of patent
20 infringement in this District.

21 **FIRST CAUSE OF ACTION – INFRINGEMENT OF '545 PATENT**

22 27. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
23 1 to 26, as if fully set forth herein.

24 28. On November 23, 1999, U.S. Patent No. 5,991,545 ("the '545 patent"),
25 entitled "Microcomputer Having Variable Bit Width Area For Displacement And Circuit
26 For Handling Immediate Data Larger Than Instruction Word," a copy of which is attached
27 hereto as Exhibit A, was duly and legally issued to the inventors, Shumpei Kawasaki et al.

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1 The '545 patent issued from U.S. patent application Serial Number 08/478,730, filed June
2 7, 1995. The inventors assigned all right, title, and interest in the '545 patent to Hitachi,
3 Ltd., Hitachi VLSI Engineering Corp., and Hitachi Microcomputer System Ltd., all of
4 Tokyo, Japan (hereinafter "Hitachi"). Hitachi's right, title, and interest in the '545 patent
5 was subsequently assigned to Renesas Technology Corp., which further assigned such
6 right, title, and interest to Renesas Electronics Corp (hereinafter "Renesas"). Most
7 recently, Renesas assigned all right, title, and interest in the '545 patent to Acacia
8 Research Group, LLC ("ARG"). The assignment to ARG was made subject only to
9 certain prior non-exclusive license agreements and a limited non-exclusive and non-
10 transferable limited license to Renesas. Neither the prior licensees nor Renesas possesses
11 any right to sue for or collect past, present and future damages or to seek and obtain
12 injunctive or any other relief for infringement of the '545 patent.

13 29. Renesas further granted ARG the right to assign its rights to a designated
14 affiliate of ARG. Prior to the commencement of this action, ARG assigned all right, title,
15 and interest in the '545 patent to SOTA, its wholly owned designated affiliate, including
16 all of ARG's rights, obligations, interests and liabilities under the assignment agreement
17 with Renesas. SOTA assumed all such rights, obligations, interests and liabilities of ARG
18 under such assignment agreement. SOTA thus possesses the right to sue for or collect
19 past, present and future damages or to seek and obtain injunctive or any other relief for
20 infringement of the '545 patent.

21 30. Defendant Marvell, directly and/or through its subsidiaries, affiliates, agents,
22 and/or business partners, has in the past and continues to directly infringe the '545 patent
23 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
24 and/or importing microprocessors that embody the inventions claimed in the '545 patent,
25 within the United States and within this District. Defendant Marvell has been and is
26 engaged in one or more of these direct infringing activities related to microprocessors that
27 incorporate the ARMv5, ARMv7, and ARMv8 instruction sets and implementing Thumb
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1 instructions, specifically including ARM Cortex A7, Cortex A9, Cortex A12, Cortex A15,
2 Cortex A17, Cortex A53, Cortex M0, Cortex M1, Cortex M2, Cortex M3, Cortex M4,
3 Cortex R4, Cortex R5, and Cortex R7 architectures, specifically including Marvell's
4 88AP510, 88DE2755, 88DE3100, 88DE3108, 88DE3114, 88DE3214, 88F6192,
5 88F6281, 88F6282, 88F6283, 88F6650, 88F6702, 88F6707, 88F6710, 88F6720, 88F6810,
6 88F6820, 88F6828, 88F6W11, 88MB300, 88MC100, 88MC200, 88MZ100, 88PA100,
7 88PA6110, 88PA6120, 88PA6170, 88W8688, 88W8782, 88W8782U, 88W8787,
8 88W8790, 88W8797, 88W8864, 98DX3236, 98DX3336, 98DX8216, 98DX8216,
9 ARMADA 162, ARMADA 166, ARMADA 166e, ARMADA 168, ARMADA 610,
10 ARMADA 618, ARMADA 628, MV76100, MV78100, MV78200, MV78230, MV78232,
11 MV78260, MV78460, MW300, PXA1088, PXA1088 LTE, PXA1088 LTE Pro,
12 PXA1088 Pro, PXA1801, PXA1801L, PXA1801U, PXA1920, PXA1928, PXA2128,
13 PXA910, PXA918, PXA920, PXA955, PXA968, PXA978, PXA986 and PXA988
14 processors (hereinafter the "Marvell Thumb Processors").

15 31. Defendant Marvell, directly and/or through its subsidiaries, affiliates, agents,
16 and/or business partners, has contributed to and/or will continue to contribute to the direct
17 infringement of the '545 patent by the other Defendants pursuant to 35 U.S.C. § 271(c) at
18 least by one or more of providing, importing, offering for sale and selling its Marvell
19 Thumb Processors as a material component of devices covered by the '545 patent and for
20 use by the other Defendants in making, using, selling, offering for sale and/or importing
21 devices covered by the '545 patent. The Marvell Thumb Processors are not staple articles
22 or commodities of commerce suitable for substantial non-infringing use.

23 32. The service of this Complaint will provide Marvell with actual notice of the
24 '545 patent and of Plaintiff's infringement allegations, including knowledge that its
25 Marvell Thumb Processors are especially made or especially adapted for use in infringing
26 the '545 patent.

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1 33. Defendant Marvell's direct and contributory infringement of the '545 patent
2 has injured SOTA. SOTA is entitled to recover damages adequate to compensate for such
3 infringement pursuant to 35 U.S.C. § 284.

4 34. Unless it ceases its infringing activities, Marvell will continue to injure
5 SOTA by directly infringing and by contributing to the infringement by others of the '545
6 patent.

7 35. On information and belief, Marvell will continue infringing, notwithstanding
8 its actual knowledge of the '545 patent and while lacking an objectively reasonable good
9 faith basis to believe that its activities do not infringe any valid claim of the '545 patent.
10 Defendant Marvell's future acts of infringement will constitute continuing willful
11 infringement of the '545 patent.

12 36. Defendant Belkin, directly and/or through its subsidiaries, affiliates, agents,
13 and/or business partners, has in the past and continues to directly infringe the '545 patent
14 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
15 and/or importing devices incorporating microprocessors that embody the invention
16 claimed in the '545 patent, within the United States and within this District. Belkin has
17 been and is engaged in one or more of these direct infringing activities related to its
18 manufacture, distribution, support, and sales of devices that incorporate Marvell Thumb
19 Processors. These infringing devices include without limitation Belkin's Linksys Q87-
20 WRT1900AC wireless router.

21 37. The service of this Complaint will provide Belkin with actual notice of the
22 '545 patent and of Plaintiff's infringement allegations herein.

23 38. Belkin's direct infringement of the '545 patent has injured SOTA. SOTA is
24 entitled to recover damages adequate to compensate for such infringement pursuant to 35
25 U.S.C. § 284.

26 39. Unless it ceases its infringing activities, Defendant Belkin will continue to
27 injure SOTA by directly infringing the '545 patent.

1 40. On information and belief, Defendant Belkin will continue its infringement
2 notwithstanding its actual knowledge of the '545 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 '545 patent. As such, Belkin's future acts of infringement will constitute continuing
5 willful infringement of the '545 patent.

6 41. Defendant Dell, directly and/or through its subsidiaries, affiliates, agents,
7 and/or business partners, has in the past and continues to directly infringe the '545 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 microprocessors that embody the invention
10 claimed in the '545 patent, within the United States and within this District. Dell has been
11 and is engaged in one or more of these direct infringing activities related to its
12 manufacture, distribution, support, and sales of devices that incorporate Marvell Thumb
13 Processors. These infringing devices include without limitation Dell's Wyse T Class and
14 Xenith 3 Zero Client thin client devices.

15 42. The service of this Complaint will provide Dell with actual notice of the '545
16 patent and of Plaintiff's infringement allegations herein.

17 43. Dell's direct infringement of the '545 patent has injured SOTA. SOTA is
18 entitled to recover damages adequate to compensate for such infringement pursuant to 35
19 U.S.C. § 284.

20 44. Unless it ceases its infringing activities, Defendant Dell will continue to
21 injure SOTA by directly infringing the '545 patent.

22 45. On information and belief, Defendant Dell will continue its infringement
23 notwithstanding its actual knowledge of the '545 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 '545 patent. As such, Dell's future acts of infringement will constitute continuing
26 willful infringement of the '545 patent.

1 46. Defendant HP, directly and/or through its subsidiaries, affiliates, agents,
2 and/or business partners, has in the past and continues to directly infringe the '545 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 microprocessors that embody the invention
5 claimed in the '545 patent, within the United States and within this District. HP has been
6 and is engaged in one or more of these direct infringing activities related to its
7 manufacture, distribution, support, and sales of devices that incorporate Marvell Thumb
8 Processors. These infringing devices include without limitation HP's Slate7 HD 3D,
9 Slate10 HD, and Slate10 HD 3G tablets.

10 47. The service of this Complaint will provide HP with actual notice of the '545
11 patent and of Plaintiff's infringement allegations herein.

12 48. HP's direct infringement of the '545 patent has injured SOTA. SOTA is
13 entitled to recover damages adequate to compensate for such infringement pursuant to 35
14 U.S.C. § 284.

15 49. Unless it ceases its infringing activities, Defendant HP will continue to injure
16 SOTA by directly infringing the '545 patent.

17 50. On information and belief, Defendant HP will continue its infringement
18 notwithstanding its actual knowledge of the '545 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 '545 patent. As such, HP's future acts of infringement will constitute continuing
21 willful infringement of the '545 patent.

22 51. Defendant Hisense, directly and/or through its subsidiaries, affiliates, agents,
23 and/or business partners, has in the past and continues to directly infringe the '545 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 microprocessors that embody the invention
26 claimed in the '545 patent, within the United States and within this District. Hisense 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 devices that incorporate Marvell Thumb
2 Processors. These infringing devices include without limitation Hisense's H6 Smart TV.

3 52. The service of this Complaint will provide Hisense with actual notice of the
4 '545 patent and of Plaintiff's infringement allegations herein.

5 53. Hisense's direct infringement of the '545 patent has injured SOTA. SOTA is
6 entitled to recover damages adequate to compensate for such infringement pursuant to 35
7 U.S.C. § 284.

8 54. Unless it ceases its infringing activities, Defendant Hisense will continue to
9 injure SOTA by directly infringing the '545 patent.

10 55. On information and belief, Defendant Hisense will continue its infringement
11 notwithstanding its actual knowledge of the '545 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 '545 patent. As such, Hisense's future acts of infringement will constitute continuing
14 willful infringement of the '545 patent.

15 56. Defendant Konica Minolta, directly and/or through its subsidiaries, affiliates,
16 agents, and/or business partners, has in the past and continues to directly infringe the '545
17 patent pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to
18 sell and/or importing devices incorporating microprocessors that embody the invention
19 claimed in the '545 patent, within the United States and within this District. Konica
20 Minolta has been and is engaged in one or more of these direct infringing activities related
21 to its manufacture, distribution, support, and sales of devices that incorporate Marvell
22 Thumb Processors. These infringing devices include without limitation Konica Minolta's
23 bizhub printer model numbers 3320, 4020, 4050 and 4750.

24 57. The service of this Complaint will provide Konica Minolta with actual notice
25 of the '545 patent and of Plaintiff's infringement allegations herein.

1 58. Konica Minolta's direct infringement of the '545 patent has injured SOTA.
2 SOTA is entitled to recover damages adequate to compensate for such infringement
3 pursuant to 35 U.S.C. § 284.

4 59. Unless it ceases its infringing activities, Defendant Konica Minolta will
5 continue to injure SOTA by directly infringing the '545 patent.

6 60. On information and belief, Defendant Konica Minolta will continue its
7 infringement notwithstanding its actual knowledge of the '545 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 '545 patent. As such, Konica Minolta's future acts of infringement will
10 constitute continuing willful infringement of the '545 patent.

11 61. Defendant Lenovo, directly and/or through its subsidiaries, affiliates, agents,
12 and/or business partners, has in the past and continues to directly infringe the '545 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 microprocessors that embody the invention
15 claimed in the '545 patent, within the United States and within this District. Lenovo 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 that incorporate Marvell Thumb
18 Processors. These infringing devices include without limitation Lenovo's Iomega ix4-
19 300d network storage devices.

20 62. The service of this Complaint will provide Lenovo with actual notice of the
21 '545 patent and of Plaintiff's infringement allegations herein.

22 63. Lenovo's direct infringement of the '545 patent has injured SOTA. SOTA is
23 entitled to recover damages adequate to compensate for such infringement pursuant to 35
24 U.S.C. § 284.

25 64. Unless it ceases its infringing activities, Defendant Lenovo will continue to
26 injure SOTA by directly infringing the '545 patent.

1 65. On information and belief, Defendant Lenovo will continue its infringement
2 notwithstanding its actual knowledge of the '545 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 '545 patent. As such, Lenovo's future acts of infringement will constitute continuing
5 willful infringement of the '545 patent.

6 66. Defendant Netgear, directly and/or through its subsidiaries, affiliates, agents,
7 and/or business partners, has in the past and continues to directly infringe the '545 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 microprocessors that embody the invention
10 claimed in the '545 patent, within the United States and within this District. Netgear 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 that incorporate Marvell Thumb
13 Processors. These infringing devices include without limitation Netgear's ReadyNAS
14 network attached storage devices model numbers RN10200, RN10211D, RN10222D,
15 RN10223D, RN10400, RN10421D, RN10441D and RN10442D and ReadyNAS Business
16 Rackmount Series network attached storage devices model numbers RN2120, RN21241D,
17 RN21242D, RN21241E, RN21242E, RN21243E and RN21244E.

18 67. The service of this Complaint will provide Netgear with actual notice of the
19 '545 patent and of Plaintiff's infringement allegations herein.

20 68. Netgear's direct infringement of the '545 patent has injured SOTA. SOTA is
21 entitled to recover damages adequate to compensate for such infringement pursuant to 35
22 U.S.C. § 284.

23 69. Unless it ceases its infringing activities, Defendant Netgear will continue to
24 injure SOTA by directly infringing the '545 patent.

25 70. On information and belief, Defendant Netgear will continue its infringement
26 notwithstanding its actual knowledge of the '545 patent and while lacking an objectively
27 reasonable good faith basis to believe that its activities do not infringe any valid claim of
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1 the '545 patent. As such, Netgear's future acts of infringement will constitute continuing
2 willful infringement of the '545 patent.

3 71. Defendant Samsung, directly and/or through its subsidiaries, affiliates,
4 agents, and/or business partners, has in the past and continues to directly infringe the '545
5 patent pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to
6 sell and/or importing devices incorporating microprocessors that embody the invention
7 claimed in the '545 patent, within the United States and within this District. Samsung has
8 been and is engaged in one or more of these direct infringing activities related to its
9 manufacture, distribution, support, and sales of devices that incorporate Marvell Thumb
10 Processors. These infringing devices include without limitation Samsung's Galaxy Tab 3
11 and Galaxy Tab 4 tablets.

12 72. The service of this Complaint will provide Samsung with actual notice of the
13 '545 patent and of Plaintiff's infringement allegations herein.

14 73. Samsung's direct infringement of the '545 patent has injured SOTA. SOTA
15 is entitled to recover damages adequate to compensate for such infringement pursuant to
16 35 U.S.C. § 284.

17 74. Unless it ceases its infringing activities, Defendant Samsung will continue to
18 injure SOTA by directly infringing the '545 patent.

19 75. On information and belief, Defendant Samsung will continue its infringement
20 notwithstanding its actual knowledge of the '545 patent and while lacking an objectively
21 reasonable good faith basis to believe that its activities do not infringe any valid claim of
22 the '545 patent. As such, Samsung's future acts of infringement will constitute continuing
23 willful infringement of the '545 patent.

24 76. Defendant Seagate, directly and/or through its subsidiaries, affiliates, agents,
25 and/or business partners, has in the past and continues to directly infringe the '545 patent
26 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
27 and/or importing devices incorporating microprocessors that embody the invention
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1 claimed in the '545 patent, within the United States and within this District. Seagate has
2 been and is engaged in one or more of these direct infringing activities related to its
3 manufacture, distribution, support, and sales of devices that incorporate Marvell Thumb
4 Processors. On information and belief, these infringing devices include without limitation
5 Seagate's NAS 2-Bay and NAS 4-Bay network attached storage device model numbers
6 STCT100, STCT2000100, STCT4000100, STCT8000100, STCT10000100, STCU100,
7 STCU4000100, STCU8000100, STCU16000100 and STCU20000100.

8 77. The service of this Complaint will provide Seagate with actual notice of the
9 '545 patent and of Plaintiff's infringement allegations herein.

10 78. Seagate's direct infringement of the '545 patent has injured SOTA. SOTA is
11 entitled to recover damages adequate to compensate for such infringement pursuant to 35
12 U.S.C. § 284.

13 79. Unless it ceases its infringing activities, Defendant Seagate will continue to
14 injure SOTA by directly infringing the '545 patent.

15 80. On information and belief, Defendant Seagate will continue its infringement
16 notwithstanding its actual knowledge of the '545 patent and while lacking an objectively
17 reasonable good faith basis to believe that its activities do not infringe any valid claim of
18 the '545 patent. As such, Seagate's future acts of infringement will constitute continuing
19 willful infringement of the '545 patent.

20 81. Defendant WD, directly and/or through its subsidiaries, affiliates, agents,
21 and/or business partners, has in the past and continues to directly infringe the '545 patent
22 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
23 and/or importing devices incorporating microprocessors that embody the invention
24 claimed in the '545 patent, within the United States and within this District. WD has been
25 and is engaged in one or more of these direct infringing activities related to its
26 manufacture, distribution, support, and sales of devices that incorporate Marvell Thumb
27 Processors. These infringing devices include without limitation WD's My Cloud EX2
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1 network attached storage device model numbers WDBVKW0080JCH,
2 WDBVKW0060JCH, WDBVKW0040JCH and WDBVKW0000NCH.

3 82. The service of this Complaint will provide WD with actual notice of the ‘545
4 patent and of Plaintiff’s infringement allegations herein.

5 83. WD’s direct infringement of the ‘545 patent has injured SOTA. SOTA is
6 entitled to recover damages adequate to compensate for such infringement pursuant to 35
7 U.S.C. § 284.

8 84. Unless it ceases its infringing activities, Defendant WD will continue to
9 injure SOTA by directly infringing the ‘545 patent.

10 85. On information and belief, Defendant WD will continue its infringement
11 notwithstanding its actual knowledge of the ‘545 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 ‘545 patent. As such, WD’s future acts of infringement will constitute continuing
14 willful infringement of the ‘545 patent.

15 86. Defendant Marvell’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. Specifically, each infringing device made, used,
18 imported, offered for sale, and/or sold by each other Defendant incorporates a Marvell
19 Thumb Processor made, used, imported, offered for sale, and/or sold by Marvell. Joinder
20 of the Defendants is proper, at least in light of the above facts.

21 **SECOND CAUSE OF ACTION – INFRINGEMENT OF ‘713 PATENT**

22 87. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
23 1 to 86, as if fully set forth herein.

24 88. On November 4, 2003, U.S. Patent No. 6,643,713 (“the ‘713 patent”),
25 entitled “Apparatus Has A Microprocessor Including DSP And A CPU Integrated With
26 Each Other As A Single Bus Master,” a copy of which is attached hereto as Exhibit B,
27 was duly and legally issued to the inventors, Tetsuya Nakagawa et al. The ‘713 patent
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1 issued from U.S. patent application Serial Number 10/028,425 filed December 28, 2001.
2 The inventors assigned all right, title, and interest in the ‘713 patent to Hitachi, Ltd.
3 (hereinafter “Hitachi”). Hitachi’s right, title, and interest in the ‘713 patent was
4 subsequently assigned to Renesas Technology Corp., which further assigned such right,
5 title and interest to Renesas Electronics Corp. (hereinafter “Renesas”). Most recently,
6 Renesas assigned all right, title, and interest in the ‘713 patent to Acacia Research Group,
7 LLC (“ARG”). The assignment to ARG was made subject only to certain prior non-
8 exclusive license agreements and a limited non-exclusive and non-transferable limited
9 license to Renesas. Neither the prior licensees nor Renesas possesses any right to sue for
10 or collect past, present and future damages or to seek and obtain injunctive or any other
11 relief for infringement of the ‘713 patent.

12 89. 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 ‘713 patent to SOTA, its wholly owned designated affiliate,
15 including all of ARG’s rights, obligations, interests and liabilities under the assignment
16 agreement with Renesas. SOTA assumed all such rights, obligations, interests and
17 liabilities of ARG under such assignment agreement. SOTA thus possesses the right to
18 sue for or collect past, present and future damages or to seek and obtain injunctive or any
19 other relief for infringement of the ‘713 patent.

20 90. Defendant Marvell, directly and/or through its subsidiaries, affiliates, agents,
21 and/or business partners, has in the past and continues to directly infringe the ‘713 patent
22 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
23 and/or importing microprocessors that embody the invention claimed in the ‘713 patent,
24 within the United States and within this District. Defendant Marvell has been and is
25 engaged in one or more of these direct infringing activities related to microprocessors that
26 incorporate the ARMv7 and ARMv8 instruction sets and implementing the NEON
27 extension, specifically including ARM Cortex A7, Cortex A9, Cortex A12, Cortex A15,
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1 Cortex A17, and Cortex A53 architectures, specifically including Marvell's 88DE3100,
2 88DE3108, 88DE3114, 88DE3214, 88F6720, ARMADA 628, PXA1088 , PXA1088
3 LTE, PXA1088 LTE Pro, PXA1088 Pro, PXA1920, PXA1928, PXA2128, PXA986 and
4 PXA988 processors (hereinafter the "Marvell NEON Processors").

5 91. Defendant Marvell, directly and/or through its subsidiaries, affiliates, agents,
6 and/or business partners, has contributed to and/or will continue to contribute to the direct
7 infringement of the '713 patent by the other Defendants pursuant to 35 U.S.C. § 271(c) at
8 least by one or more of providing, importing, offering for sale and selling its Marvell
9 NEON Processors as a material component of devices covered by the '713 patent and for
10 use by the other Defendants in making, using, selling, offering for sale and/or importing
11 devices covered by the '713 patent. The Marvell NEON Processors are not a staple
12 articles or commodities of commerce suitable for substantial non-infringing use.

13 92. The service of this Complaint will provide Marvell with actual notice of the
14 '713 patent and of Plaintiff's infringement allegations, including knowledge that its
15 Marvell NEON Processors are especially made or especially adapted for use in infringing
16 the '713 patent.

17 93. Defendant Marvell's direct and contributory infringement of the '713 patent
18 has injured SOTA. SOTA is entitled to recover damages adequate to compensate for such
19 infringement pursuant to 35 U.S.C. § 284.

20 94. Unless it ceases its infringing activities, Marvell will continue to injure
21 SOTA by directly infringing and by contributing to the infringement by others of the '713
22 patent.

23 95. On information and belief, Marvell will continue infringing, notwithstanding
24 its actual knowledge of the '713 patent and while lacking an objectively reasonable good
25 faith basis to believe that its activities do not infringe any valid claim of the '713 patent.
26 Defendant Marvell's future acts of infringement will constitute continuing willful
27 infringement of the '713 patent.

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1 96. Defendant Dell, directly and/or through its subsidiaries, affiliates, agents,
2 and/or business partners, has in the past and continues to directly infringe the '713 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 microprocessors that embody the invention
5 claimed in the '713 patent, within the United States and within this District. Dell has been
6 and is engaged in one or more of these direct infringing activities related to its
7 manufacture, distribution, support, and sales of devices that incorporate Marvell NEON
8 Processors. These infringing devices include without limitation Dell's Wyse T Class and
9 Xenith 3 Zero Client thin client devices.

10 97. The service of this Complaint will provide Dell with actual notice of the '713
11 patent and of Plaintiff's infringement allegations herein.

12 98. Dell's direct infringement of the '713 patent has injured SOTA. SOTA is
13 entitled to recover damages adequate to compensate for such infringement pursuant to 35
14 U.S.C. § 284.

15 99. Unless it ceases its infringing activities, Defendant Dell will continue to
16 injure SOTA by directly infringing the '713 patent.

17 100. Upon information and belief, Defendant Dell will continue its infringement
18 notwithstanding its actual knowledge of the '713 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 '713 patent. As such, Dell's future acts of infringement will constitute continuing
21 willful infringement of the '713 patent.

22 101. Defendant HP, directly and/or through its subsidiaries, affiliates, agents,
23 and/or business partners, has in the past and continues to directly infringe the '713 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 microprocessors that embody the invention
26 claimed in the '713 patent, within the United States and within this District. HP has been
27 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 devices that incorporate Marvell NEON
2 Processors. These infringing devices include without limitation HP's Slate7 HD 3D,
3 Slate10 HD, and Slate10 HD 3G tablets.

4 102. The service of this Complaint will provide HP with actual notice of the '713
5 patent and of Plaintiff's infringement allegations herein.

6 103. HP's direct infringement of the '713 patent has injured SOTA. SOTA is
7 entitled to recover damages adequate to compensate for such infringement pursuant to 35
8 U.S.C. § 284.

9 104. Unless it ceases its infringing activities, Defendant HP will continue to injure
10 SOTA by directly infringing the '713 patent.

11 105. Upon information and belief, Defendant HP will continue its infringement
12 notwithstanding its actual knowledge of the '713 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 '713 patent. As such, HP's future acts of infringement will constitute continuing
15 willful infringement of the '713 patent.

16 106. Defendant Hisense, directly and/or through its subsidiaries, affiliates, agents,
17 and/or business partners, has in the past and continues to directly infringe the '713 patent
18 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
19 and/or importing devices incorporating microprocessors that embody the invention
20 claimed in the '713 patent, within the United States and within this District. Hisense has
21 been and is engaged in one or more of these direct infringing activities related to its
22 manufacture, distribution, support, and sales of devices that incorporate Marvell NEON
23 Processors. These infringing devices include without limitation Hisense's H6 Smart TV.

24 107. The service of this Complaint will provide Hisense with actual notice of the
25 '713 patent and of Plaintiff's infringement allegations herein.

1 108. Hisense's direct infringement of the '713 patent has injured SOTA. SOTA is
2 entitled to recover damages adequate to compensate for such infringement pursuant to 35
3 U.S.C. § 284.

4 109. Unless it ceases its infringing activities, Defendant Hisense will continue to
5 injure SOTA by directly infringing the '713 patent.

6 110. Upon information and belief, Defendant Hisense will continue its
7 infringement notwithstanding its actual knowledge of the '713 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 '713 patent. As such, Hisense's future acts of infringement will
10 constitute continuing willful infringement of the '713 patent.

11 111. Defendant Samsung, directly and/or through its subsidiaries, affiliates,
12 agents, and/or business partners, has in the past and continues to directly infringe the '713
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 microprocessors that embody the invention
15 claimed in the '713 patent, within the United States and within this District. Samsung 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 that incorporate Marvell NEON
18 Processors. These infringing devices include without limitation Samsung's Galaxy Tab 3
19 and Galaxy Tab 4 tablets.

20 112. The service of this Complaint will provide Samsung with actual notice of the
21 '713 patent and of Plaintiff's infringement allegations herein.

22 113. Samsung's direct infringement of the '713 patent has injured SOTA. SOTA
23 is entitled to recover damages adequate to compensate for such infringement pursuant to
24 35 U.S.C. § 284.

25 114. Unless it ceases its infringing activities, Defendant Samsung will continue to
26 injure SOTA by directly infringing the '713 patent.

1 115. Upon information and belief, Defendant Samsung will continue its
2 infringement notwithstanding its actual knowledge of the '713 patent and while lacking an
3 objectively reasonable good faith basis to believe that its activities do not infringe any
4 valid claim of the '713 patent. As such, Samsung's future acts of infringement will
5 constitute continuing willful infringement of the '713 patent.

6 116. Defendant Marvell's infringing activities share an aggregate of operating
7 facts and are part of the same transaction or series of transactions as the infringing
8 activities of each other Defendant. Specifically, each infringing device made, used,
9 imported, offered for sale, and/or sold by each other Defendant incorporates a Marvell
10 NEON Processor made, used, imported, offered for sale, and/or sold by Marvell. Joinder
11 of the Defendants is proper, at least in light of the above facts.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs prays for:

- 14 1. Judgment that the '545 and '713 patents are each valid and enforceable;
 - 15 2. Judgment that the '545 patent is infringed by each Defendant;
 - 16 3. Judgment that the '713 patent is infringed by Defendants Marvell, Dell, HP,
17 Hisense and Samsung;
 - 18 4. An award of damages arising out of each Defendant's acts of patent
19 infringement, together with pre-judgment and post-judgment interest;
 - 20 5. Judgment that the future damages so adjudged be trebled in accordance with
21 35 U.S.C. § 284;
 - 22 6. An award of Plaintiff SOTA's attorneys' fees, costs and expenses incurred in
23 this action in accordance with 35 U.S.C. § 285; and
 - 24 7. Such other and further relief as the Court may deem just and proper.
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1 **RESERVATION OF RIGHTS**

2 SOTA's investigation is ongoing, and certain material information remains in the
3 sole possession of the Defendants or third parties, which will be obtained via discovery
4 herein. SOTA expressly reserves the right to amend or supplement the causes of action
5 set forth herein in accordance with Rule 15 of the Federal Rules of Civil Procedure.

6
7 Respectfully submitted,

8
9 Date: October 20, 2014

/s/ Jon A. Birmingham _____

10 Jon A. Birmingham (CA SBN 271034)
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14 **ATTORNEY FOR PLAINTIFF**

JURY DEMAND

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

Respectfully submitted,

Date: October 20, 2014

/s/ Jon A. Birmingham

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