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11 QUANTUM CORPORATION

12  
13 IN THE UNITED STATES DISTRICT COURT  
14 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
15  
16 SAN FRANCISCO DIVISION

17 QUANTUM CORPORATION,

18 Plaintiff,

19 v.

20 CROSSROADS SYSTEMS, INC.,

21 Defendant.

Case No. 3:14-CV-04293-MEJ

**PLAINTIFF QUANTUM CORPORATION'S  
AMENDED COMPLAINT FOR PATENT  
INFRINGEMENT**

**JURY TRIAL DEMANDED**

1 Plaintiff Quantum Corporation (“Quantum”), by and through its attorneys, amends its complaint  
2 as follows:

3 **NATURE OF THE ACTION**

4 1. This is an action brought by Quantum against Crossroads Systems, Inc. (“Crossroads”) for  
5 infringement of United States Patent No. 6,766,412 (the “’412 patent”) and the 5,940,849 (“the ’849  
6 patent”).

7 **THE PARTIES**

8 2. Quantum is a Delaware corporation with its headquarters and principal place of business  
9 in this District at 224 Airport Parkway, Suite 300, San Jose, CA 95110.

10 3. On information and belief, Crossroads is a Delaware corporation with its principal place  
11 of business at 11000 North MoPac Expressway, Austin, Texas 78759.

12 **JURISDICTION AND VENUE**

13 4. This is an action for patent infringement arising under the Patent Laws of the United  
14 States, Title 35 of the United States Code. Accordingly, this Court has subject matter jurisdiction  
15 pursuant to 28 U.S.C. §§ 1331 and 1338(a).

16 5. This Court has personal jurisdiction over Crossroads because Crossroads has continuous  
17 and systematic business within the State of California and the Northern District of California, and  
18 Crossroads has transacted business in this State, supplied goods or services in this State, purposefully  
19 availed itself of the privileges and benefits of the laws of this state, and committed acts of patent  
20 infringement during the course of its business in this State.

21 6. Crossroads has sold and/or offered to sell StrongBox Shared Storage Systems  
22 (“StrongBox”), including a sale to FotoKem in this State,  
23 <http://investors.crossroads.com/releasedetail.cfm?ReleaseID=755170>.

24 7. Crossroads has participated in exhibitions and demonstrations of the StrongBox in this  
25 state, including at the Createasphere's Digital Asset Management (DAM) Conference, February 27-28,  
26 2013; the Hollywood Post Alliance (HPA) Tech Retreat, 2013 and 2012; and the 2012 Creative Storage  
27 Conference.

28 8. Personal jurisdiction and venue are therefore proper in this District pursuant to 28 U.S.C.

§§ 1391.

**BACKGROUND**

9. Quantum is the global leader in backup, recovery, and archive technologies and provides its customers with solutions to better manage their short- and long-term data storage requirements.

10. Quantum is a key innovator in the field of data storage and has developed and patented many products and methods for storing, backing up, and recovering data. To maintain its position as an innovator and industry leader, Quantum has invested, and continues to invest, tens of millions of dollars in the design and development of enterprise storage solutions.

**COUNT ONE**

**(Infringement of U.S. Patent No. 6,766,412)**

11. Quantum incorporates by reference each of the allegations set forth above.

12. Quantum owns by assignment the entire right, title, and interest in and to the '412 patent.

13. The '412 patent issued on July 20, 2004 and is entitled "Data Storage Media Library with Scalable Throughput Rate for Data Routing and Protocol Conversion." A true and correct copy of the '412 patent is attached hereto as Exhibit A.

14. The '412 patent is valid and enforceable under the laws of the United States.

15. Crossroads has directly infringed, and is directly infringing, at least claim 1 of the '412 patent, in violation of 35 U.S.C. § 271 *et seq.*, by making, using, offering for sale, selling in the United States, and/or importing into the United States without authority, products including at least one version of the StrongBox, the StrongBox VSeries Library Solution. Crossroads directly infringes claim 1 by, for example, performing testing, configuration, or research using the StrongBox VSeries Library Solution and selling or offering to sell the StrongBox VSeries Library Solution.

16. At least as of August 2, 2014, when Crossroads received a draft of this complaint, Crossroads has known of the '412 patent. Crossroads has taken no apparent steps to avoid infringement by itself or by its customers.

17. Crossroads has indirectly infringed, and is indirectly infringing at least claim 1 of the '412 patent, in violation of 35 U.S.C. § 271 *et seq.*, by making, using, offering for sale, selling in the United States, and/or importing into the United States without authority, products including at least its

StrongBox. For example, claim 1 recites a “digital data storage unit, comprising” several pieces of hardware, which are included in the combination of a StrongBox and a physical tape library. The “storage media slots,” “storage media units,” “data transfer devices,” and “loader mechanism” recited in claim 1 correspond to cartridge slots, tape cartridges, tape drives, and robotics in a physical tape library. The “data transfer device interfaces” and “storage unit controller” correspond to the StrongBox itself, which contains the capabilities corresponding to those devices recited in Claim 1.

18. Crossroads induces its customers to infringe at least claim 1 by encouraging them, as it does in StrongBox Datasheet, [http://www.crossroads.com/pdf/sb/CRDS\\_StrongBox\\_DataSheet.pdf](http://www.crossroads.com/pdf/sb/CRDS_StrongBox_DataSheet.pdf), to use the StrongBox Shared Storage Solution in conjunction with a physical tape library.

19. Crossroads’ products, including at least its StrongBox, are specially made and adapted for infringing the ’412 patent, are not staple articles or commodities of commerce, and have no substantial suitable non-infringing uses.

20. Crossroads contributorily infringes at least claim 1 of the ’412 patent by selling, offering for sale, and/or importing into the United States at least its StrongBox.

21. The infringement of the ’412 patent by Crossroads has been and continues to be willful and deliberate.

22. Quantum is and will continue to be irreparably harmed by Crossroads’ infringement of the ’412 patent.

23. Crossroads’ infringement will continue unless enjoined by this Court.

## **COUNT TWO**

### **(Infringement of U.S. Patent No. 5,940,849)**

24. Quantum incorporates by reference each of the allegations set forth above.

25. Quantum owns by assignment the entire right, title, and interest in and to the ’849 patent.

26. The ’849 patent issued on August 17, 1999 and is entitled “Information Memory Apparatus and Library Apparatus Using a Single Magnetic Tape Shared With a Plurality of Tasks.” A true and correct copy of the ’849 patent is attached hereto as Exhibit B.

27. The ’849 patent is valid and enforceable under the laws of the United States.

28. Crossroads has directly infringed, and is directly infringing at least claim 1 of the ’849

1 patent, in violation of 35 U.S.C. § 271 *et seq.*, by making, using, offering for sale, selling in the United  
2 States, and/or importing into the United States without authority, products including at least one version  
3 of the StrongBox, the StrongBox VSeries Library Solution. Crossroads directly infringes claim 1 by, for  
4 example, performing testing, configuration, or research using the StrongBox VSeries Library Solution  
5 and selling or offering to sell the StrongBox VSeries Library Solution.

6 29. At least as of July 17, 2014, when Crossroads received a draft of a complaint, Crossroads  
7 has known of the '849 patent. Crossroads has taken no apparent steps to avoid infringement by itself or  
8 by its customers.

9 30. Crossroads has indirectly infringed, and is indirectly infringing at least claim 1 of the '849  
10 patent, in violation of 35 U.S.C. § 271 *et seq.*, by making, using, offering for sale, selling in the United  
11 States, and/or importing into the United States without authority, products including at least its  
12 StrongBox and SPHiNX Virtual Tape System ("SPHiNX"). For example, claim 1 recites a "an  
13 information memory apparatus comprising" several pieces of hardware, which are included in the  
14 combination of a StrongBox and a physical tape library and in the combination of a SPHiNX and a  
15 physical tape library. The "information recording medium" and "recording/reproducing unit" recited in  
16 claim 1 correspond to tape cartridges and tape drives in a physical tape library. The "data buffer" and  
17 "staging device," and "staging device controlling means" correspond to the StrongBox itself, which  
18 contains the capabilities corresponding to those devices recited in claim 1.

19 31. Crossroads induces its customers to infringe at least claim 1 by encouraging them, as it  
20 does in StrongBox Datasheet, [http://www.crossroads.com/pdf/sb/CRDS\\_StrongBox\\_DataSheet.pdf](http://www.crossroads.com/pdf/sb/CRDS_StrongBox_DataSheet.pdf), to  
21 use the StrongBox Shared Storage Solution in conjunction with a physical tape library.

22 32. Crossroads induces its customers to infringe at least claim 1 by encouraging them, as it  
23 does in SPHiNX Datasheet, [http://www.crossroads.com/pdf/sphinx/CRDS\\_SPHiNX\\_Datasheet.pdf](http://www.crossroads.com/pdf/sphinx/CRDS_SPHiNX_Datasheet.pdf), to  
24 use the SPHiNX in conjunction with a physical tape library.

25 33. Crossroads' products, including at least its StrongBox and SPHiNX, are specially made  
26 and adapted for infringing the '849 patent, are not staple articles or commodities of commerce, and have  
27 no substantial suitable non-infringing uses.

28 34. Crossroads contributorily infringes at least claim 1 of the '849 patent by selling, offering

1 for sale, and/or importing into the United States at least its StrongBox and SPHiNX.

2 35. The infringement of the '849 patent by Crossroads has been and continues to be willful  
3 and deliberate.

4 36. Quantum is and will continue to be irreparably harmed by Crossroads' infringement of the  
5 '849 patent.

6 37. Crossroads' infringement will continue unless enjoined by this Court.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Quantum prays for judgment:

9 1. That this Court enter an order that (i) Crossroads has directly infringed and is directly  
10 infringing the '412 and the '849 patent and (ii) Crossroads has indirectly infringed and is indirectly  
11 infringing the '412 and the '849 patent;

12 2. That this Court enter an order enjoining Crossroads, its officers, agents, employees, and  
13 those persons in active concert or participation with any of them, and Crossroads' successors and assigns,  
14 from infringing the '412 patent and the '849 patent;

15 3. That this Court award Quantum its damages for Crossroads' infringement of the '412 and  
16 the '849 patent pursuant to 35 U.S.C. § 284;

17 4. That this Court find that Crossroads' infringement of the '412 and the '849 patent has  
18 been willful and increase the damages awarded to Quantum to three times the amount assessed pursuant  
19 to 35 U.S.C. § 284;

20 5. That this Court find Crossroads' infringement of the '412 and the '849 patent to be an  
21 exceptional case within the meaning of 35 U.S.C. § 285 and that Quantum be awarded attorneys' fees;

22 6. That this Court award Quantum prejudgment and post-judgment interest on its damages;

23 7. That this Court award Quantum its costs; and

24 8. That this Court award Quantum such other and further relief as the Court deems proper.

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**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Quantum demands a trial by jury for all issues so triable.

Dated: December 4, 2014

DURIE TANGRI LLP

By: /s/ Clement S. Roberts  
CLEMENT S. ROBERTS

Attorneys for Plaintiff  
QUANTUM CORPORATION

**CERTIFICATE OF SERVICE**

I certify that all counsel of record is being served on December 4, 2014 with a copy of this document via the Court's CM/ECF system.

/s/ Clement S. Roberts  
CLEMENT S. ROBERTS