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9 LIMESTONE MEMORY SYSTEMS LLC

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

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

14 **Plaintiff,**

15 v.

16 LENOVO (UNITED STATES) INC., a
17 Delaware Corporation,

18 **Defendant.**

Case No.:

COMPLAINT FOR PATENT INFRINGEMENT
DEMAND FOR JURY TRIAL

1 Plaintiff, Limestone Memory Systems LLC (“LMS”), complains against Defendant
2 Lenovo (United States) Inc. for patent infringement pursuant to this Court’s subject matter
3 jurisdiction under 28 U.S.C. §§1331 and 1338(a), as follows:

4 **THE PARTIES**

5 1. Plaintiff LMS is a corporation organized and existing under the laws of the
6 State of California with its principle place of business at 520 Newport Center Drive, 12th
7 Floor, Newport Beach, California. LMS is in the business of licensing patented
8 technology. LMS is the assignee of U.S. Patent Nos. 5,805,504 (“the ‘504 patent”),
9 5,894,441 (“the ‘441 patent”), 5,943,260 (“the ‘260 patent”), 6,233,181 (“the ‘181
10 patent”), and 6,697,296 (“the ‘296 patent”).

11 2. 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 memory
18 devices that embody the patented technology, and enabling end-user purchasers to use
19 such devices in this District. Lenovo is subject to the subpoena power of this Court within
20 the State of California.

21 **JURISDICTION AND VENUE**

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

25 4. On information and belief, Defendant Lenovo is subject to this Court’s
26 specific and general personal jurisdiction pursuant to due process and/or the California
27 Long Arm Statute (CCP §410.10), due at least to their substantial business conducted in
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1 this forum, including (i) having solicited business in the State of California, transacted
2 business within the State of California and attempted to derive financial benefit from
3 residents of the State of California, including benefits directly related to the instant patent
4 infringement causes of action set forth herein; (ii) having placed their products and
5 services into the stream of commerce throughout the United States and having been
6 actively engaged in transacting business in California and in this District; and (iii) either
7 alone or in conjunction with others, having committed acts of infringement within
8 California and in this District.

9 5. 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 memory devices that embody the patented technology. Lenovo's California facilities
13 include offices in San Francisco and San Jose. Further, on information and belief, Lenovo
14 provides product technical support and sells devices to retailers and/or end users in this
15 District.

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

20 **FIRST CAUSE OF ACTION – INFRINGEMENT OF ‘504 PATENT**

21 7. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
22 1 to 6, as if fully set forth herein.

23 8. On September 8, 1998, U.S. Patent No. 5,805,504 (“the ‘504 patent”),
24 entitled “Synchronous Semiconductor Memory Having A Burst Transfer Mode With A
25 Plurality Of Subarrays Accessible In Parallel Via An Input Buffer,” a copy of which is
26 attached hereto as Exhibit A, was duly and legally issued to the inventor, Mamoru Fujita.
27 The ‘504 patent issued from U.S. patent application Serial Number 08/758,367, filed
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1 November 29, 1996 and discloses and claims novel memory devices with burst mode
2 transfer functions designed to receive and send large amounts of data quickly. The
3 inventor assigned all right, title, and interest in the '504 patent to NEC Corporation
4 (hereinafter "NEC"). NEC's right, title, and interest in the '504 patent was subsequently
5 assigned to NEC Electronics Corporation, which further assigned such right, title, and
6 interest to Renesas Electronics Corp (hereinafter "Renesas"). Renesas assigned all right,
7 title, and interest in the '504 patent to Acacia Research Group LLC ("ARG"). The
8 assignment to ARG was made subject only to certain prior non-exclusive license
9 agreements and a limited non-exclusive and non-transferable limited license to Renesas.
10 Neither the prior licensees nor Renesas possesses any right to sue for or collect past,
11 present and future damages or to seek and obtain injunctive or any other relief for
12 infringement of the '504 patent.

13 9. Prior to the commencement of this action, ARG assigned all right, title, and
14 interest in the '504 patent to LMS, its wholly owned designated affiliate, including all of
15 ARG's rights, obligations, interests and liabilities under the assignment agreement with
16 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under
17 such assignment agreement. LMS thus possesses the right to sue for or collect past,
18 present and future damages or to seek and obtain injunctive or any other relief for
19 infringement of the '504 patent.

20 10. Defendant Lenovo, directly and/or through its subsidiaries, affiliates, agents,
21 and/or business partners, has in the past and continues to directly infringe the '504 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 memory devices that embody the invention
24 claimed in the '504 patent, within the United States and within this District. Lenovo has
25 been and is engaged in one or more of these direct infringing activities related to its
26 manufacture, distribution, support, and sales of devices such as servers and laptop
27 computers that incorporate DRAM chips manufactured by Micron Technology, Inc.

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1 (hereinafter “Micron”), including at least DDR2, DDR3 and DDR4 chips (hereinafter “the
2 ‘504 DRAM Chips”) and any other Micron chip having substantially similar data transfer
3 architecture.

4 11. A non-exhaustive list of part numbers associated with the ‘504 DRAM Chips
5 appears in a part catalog provided on Micron’s website (<http://www.micron.com/>), which
6 list is attached hereto as Exhibit B.

7 12. Defendant Lenovo’s infringing devices include, for example and without
8 limitation, the following computing devices incorporating one or more of the ‘504 DRAM
9 Chips:

- 10 a. Ideapad Yoga 13 with Micron C400 128GB mSATA SSD
- 11 b. System x3550 M5 with Micron M500DC Enterprise Value SATA SSD
- 12 c. ThinkPad T430s with Micron C400 256GB mSATA SSD

13 13. The service of this Complaint will provide Lenovo with actual notice of the
14 ‘504 patent and of Plaintiff’s infringement allegations herein.

15 14. Lenovo’s direct infringement of the ‘504 patent has injured LMS. LMS is
16 entitled to recover damages adequate to compensate for such infringement pursuant to 35
17 U.S.C. § 284.

18 15. Unless it ceases its infringing activities, Lenovo will continue to injure LMS
19 by directly infringing the ‘504 patent.

20 16. On information and belief, Lenovo will continue its infringement
21 notwithstanding its actual knowledge of the ‘504 patent and while lacking an objectively
22 reasonable good faith basis to believe that its activities do not infringe any valid claim of
23 the ‘504 patent. As such, Lenovo’s future acts of infringement will constitute continuing
24 willful infringement of the ‘504 patent.

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

26 17. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
27 1 to 16, as if fully set forth herein.

1 18. On April 13, 1999, U.S. Patent No. 5,894,441 (“the ‘441 patent”), entitled
2 “Semiconductor Memory Device With Redundancy Circuit,” a copy of which is attached
3 hereto as Exhibit C, was duly and legally issued to the inventor, Shigeyuki Nakazawa.
4 The ‘441 patent issued from U.S. patent application Serial Number 09/050,354 filed
5 March 31, 1998 and discloses and claims novel memory devices with structures designed
6 to identify a defective region on the memory device such that a redundant region may be
7 used in lieu of the defective region. The inventor assigned all right, title, and interest in
8 the ‘441 patent to NEC Corporation (hereinafter “NEC”). NEC’s right, title, and interest
9 in the ‘441 patent was subsequently assigned to NEC Electronics Corporation, which
10 further assigned such right, title, and interest to Renesas Electronics Corp. (hereinafter
11 “Renesas”). Renesas assigned all right, title, and interest in the ‘441 patent to Acacia
12 Research Group LLC (“ARG”). The assignment to ARG was made subject only to
13 certain prior non-exclusive license agreements and a limited non-exclusive and non-
14 transferable limited license to Renesas. Neither the prior licensees nor Renesas possesses
15 any right to sue for or collect past, present and future damages or to seek and obtain
16 injunctive or any other relief for infringement of the ‘441 patent.

17 19. Prior to the commencement of this action, ARG assigned all right, title, and
18 interest in the ‘441 patent to LMS, its wholly owned designated affiliate, including all of
19 ARG’s rights, obligations, interests and liabilities under the assignment agreement with
20 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under
21 such assignment agreement. LMS thus possesses the right to sue for or collect past,
22 present and future damages or to seek and obtain injunctive or any other relief for
23 infringement of the ‘441 patent.

24 20. Defendant Lenovo, directly and/or through its subsidiaries, affiliates, agents,
25 and/or business partners, has in the past and continues to directly infringe the ‘441 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 memory devices that embody the invention
28

1 claimed in the ‘441 patent, within the United States and within this District. Lenovo 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 such as servers and laptop
4 computers that incorporate DRAM chips manufactured by Micron including at least
5 DDR2, DDR3, DDR4, LPSDR, LPDDR, LPDDR2, LPDDR3, LPDDR4 GDDR5, and
6 RLDRAM chips (hereinafter “the ‘441 DRAM Chips”) and any other Micron chip having
7 substantially similar structures for managing defective regions of the chip.

8 21. A non-exhaustive list of part numbers associated with the ‘441 DRAM Chips
9 appears in a part catalog provided on Micron’s website (<http://www.micron.com/>), which
10 is attached hereto as Exhibit D.

11 22. Defendant Lenovo’s infringing devices include, for example and without
12 limitation, the following computing devices incorporating one or more of the ‘504 DRAM
13 Chips:

- 14 a. Ideapad Yoga 13 with Micron C400 128GB mSATA SSD
- 15 b. System x3550 M5 with Micron M500DC Enterprise Value SATA SSD
- 16 c. ThinkPad T430s with Micron C400 256GB mSATA SSD

17 23. The service of this Complaint will provide Lenovo with actual notice of the
18 ‘441 patent and of Plaintiff’s infringement allegations herein.

19 24. Lenovo’s direct infringement of the ‘441 patent has injured LMS. LMS is
20 entitled to recover damages adequate to compensate for such infringement pursuant to 35
21 U.S.C. § 284.

22 25. Unless it ceases its infringing activities, Lenovo will continue to injure LMS
23 by directly infringing the ‘441 patent.

24 26. Upon information and belief, Lenovo will continue its infringement
25 notwithstanding its actual knowledge of the ‘441 patent and while lacking an objectively
26 reasonable good faith basis to believe that its activities do not infringe any valid claim of
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1 the '441 patent. As such, Lenovo's future acts of infringement will constitute continuing
2 willful infringement of the '441 patent.

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

4 27. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
5 1 to 26, as if fully set forth herein.

6 28. On August 24, 1999, U.S. Patent No. 5,943,260 ("the '260 patent"), entitled
7 "Method For High-Speed Programming Of A Nonvolatile Semiconductor Memory
8 Device," a copy of which is attached hereto as Exhibit E, was duly and legally issued to
9 the inventor, Tsuyoshi Hirakawa. The '260 patent issued from U.S. patent application
10 Serial Number 09/027,215 filed February 20, 1998 and discloses and claims novel
11 methods for programming multi-valued memory cells in parallel within an array of such
12 memory cells, by selectively increasing the voltage applied to groups of the cells. The
13 inventor assigned all right, title, and interest in the '260 patent to NEC Corporation
14 (hereinafter "NEC"). NEC's right, title, and interest in the '260 patent was subsequently
15 assigned to NEC Electronics Corporation, which further assigned such right, title, and
16 interest to Renesas Electronics Corp. (hereinafter "Renesas"). Renesas assigned all right,
17 title, and interest in the '260 patent to Acacia Research Group LLC ("ARG"). The
18 assignment to ARG was made subject only to certain prior non-exclusive license
19 agreements and a limited non-exclusive and non-transferable limited license to Renesas.
20 Neither the prior licensees nor Renesas possesses any right to sue for or collect past,
21 present and future damages or to seek and obtain injunctive or any other relief for
22 infringement of the '260 patent.

23 29. Prior to the commencement of this action, ARG assigned all right, title, and
24 interest in the '260 patent to LMS, its wholly owned designated affiliate, including all of
25 ARG's rights, obligations, interests and liabilities under the assignment agreement with
26 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under
27 such assignment agreement. LMS thus possesses the right to sue for or collect past,
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1 present and future damages or to seek and obtain injunctive or any other relief for
2 infringement of the '260 patent.

3 30. Defendant Lenovo, directly and/or through its subsidiaries, affiliates, agents,
4 and/or business partners, has in the past and continues to directly infringe the '260 patent
5 pursuant to 35 U.S.C. § 271(a) by practicing the method claimed in the '260 patent in
6 connection with memory devices incorporated within computing devices made, used,
7 sold, offered for sale and/or imported within the United States and within this District;
8 and/or pursuant to 35 U.S.C. § 271(g) at least by importing into the United States or
9 offering to sell, selling, or using within the United States computing devices incorporating
10 memory devices which were made by method claimed in the '260 patent during the term
11 of the '260 patent.

12 31. Lenovo has been and is engaged in one or more of these direct infringing
13 activities related to its manufacture, distribution, support, and sales of devices such as
14 servers and laptop computers that incorporate multi-level cell ("MLC") and triple-level
15 cell ("TLC") flash memory chips manufactured by Micron (hereinafter the "Micron Flash
16 Chips") and any other Micron chip using substantially similar techniques for
17 programming arrays of multi-valued memory cells.

18 32. A non-exhaustive list of part numbers associated with the Micron Flash
19 Chips appears in a part catalog provided on Defendant Micron's website
20 (<http://www.micron.com/>), which list is attached hereto as Exhibit F.

21 33. Defendant Lenovo's infringing devices include, for example and without
22 limitation, the following computing devices incorporate one or more of the Micron Flash
23 Chips:

- 24 a. Ideapad Yoga 13 with Micron C400 128GB mSATA SSD
- 25 b. System x3550 M5 with Micron M500DC Enterprise Value SATA SSD
- 26 c. ThinkPad T430s with Micron C400 256GB mSATA SSD

1 34. The service of this Complaint will provide Lenovo with actual notice of the
2 ‘260 patent and of Plaintiff’s infringement allegations herein.

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

6 36. Unless it ceases its infringing activities, Defendant Lenovo will continue to
7 injure LMS by directly infringing the ‘260 patent.

8 37. Upon information and belief, Defendant Lenovo will continue its
9 infringement notwithstanding its actual knowledge of the ‘260 patent and while lacking an
10 objectively reasonable good faith basis to believe that its activities do not infringe any
11 valid claim of the ‘260 patent. As such, Lenovo’s future acts of infringement will
12 constitute continuing willful infringement of the ‘260 patent.

13 **FOURTH CAUSE OF ACTION – INFRINGEMENT OF ‘181 PATENT**

14 38. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
15 1 to 37, as if fully set forth herein.

16 39. On May 15, 2001, U.S. Patent No. 6,233,181 (“the ‘181 patent”), entitled
17 “Semiconductor Memory Device With Improved Flexible Redundancy Scheme” a copy
18 of which is attached hereto as Exhibit G, was duly and legally issued to the inventor,
19 Hideto Hidaka. The ‘181 patent issued from U.S. patent application Serial Number
20 09/251,352 filed February 17, 1999 and discloses and claims novel memory devices with
21 redundant rows of memory cells, available for use among a particular group of memory
22 sub-arrays. The inventor assigned all right, title, and interest in the ‘181 patent to
23 Mitsubishi Denki Kabushiki Kaisha (hereinafter “Mitsubishi”). Mitsubishi’s right, title,
24 and interest in the ‘181 patent was subsequently assigned to Renesas Electronics Corp.
25 (hereinafter “Renesas”). Renesas assigned all right, title, and interest in the ‘181 patent to
26 Acacia Research Group LLC (“ARG”). The assignment to ARG was made subject only
27 to certain prior non-exclusive license agreements and a limited non-exclusive and non-
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1 transferable limited license to Renesas. Neither the prior licensees nor Renesas possesses
2 any right to sue for or collect past, present and future damages or to seek and obtain
3 injunctive or any other relief for infringement of the '181 patent.

4 40. Prior to the commencement of this action, ARG assigned all right, title, and
5 interest in the '181 patent to LMS, its wholly owned designated affiliate, including all of
6 ARG's rights, obligations, interests and liabilities under the assignment agreement with
7 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under
8 such assignment agreement. LMS thus possesses the right to sue for or collect past,
9 present and future damages or to seek and obtain injunctive or any other relief for
10 infringement of the '181 patent.

11 41. 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 '181 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 '181 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 such as servers and laptop
18 computers that incorporate DRAM chips manufactured by Micron, including at least its
19 DDR2, DDR3, DDR4, LPSDR, LPDDR, LPDDR2, LPDDR3, LPDDR4 GDDR5, and
20 RLDRAM chips (hereinafter "the '181 DRAM Chips") and any other Micron chip having
21 substantially similar structures providing redundant memory cells.

22 42. A non-exhaustive list of part numbers associated with the '181 DRAM Chips
23 appears in a part catalog provided on Defendant Micron's website
24 (<http://www.micron.com/>), which list is attached hereto as Exhibit H.

25 43. Defendant Lenovo's infringing devices include, for example and without
26 limitation, the following computing devices incorporating one or more of the '181 DRAM
27 Chips:

- 1 a. Ideapad Yoga 13 with Micron C400 128GB mSATA SSD
- 2 b. System x3550 M5 with Micron M500DC Enterprise Value SATA SSD
- 3 c. ThinkPad T430s with Micron C400 256GB mSATA SSD

4 44. The service of this Complaint will provide Lenovo with actual notice of the
5 ‘181 patent and of Plaintiff’s infringement allegations herein.

6 45. Lenovo’s direct infringement of the ‘181 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 46. Unless it ceases its infringing activities, Defendant Lenovo will continue to
10 injure LMS by directly infringing the ‘181 patent.

11 47. Upon information and belief, Defendant Lenovo will continue its
12 infringement notwithstanding its actual knowledge of the ‘181 patent and while lacking an
13 objectively reasonable good faith basis to believe that its activities do not infringe any
14 valid claim of the ‘181 patent. As such, Lenovo’s future acts of infringement will
15 constitute continuing willful infringement of the ‘181 patent.

16 **FIFTH CAUSE OF ACTION – INFRINGEMENT OF ‘296 PATENT**

17 48. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
18 1 to 47, as if fully set forth herein.

19 49. On May 15, 2004, U.S. Patent No. 6,697,296 (“the ‘296 patent”), entitled
20 “Clock Synchronous Semiconductor Memory Device” a copy of which is attached hereto
21 as Exhibit I, was duly and legally issued to the inventors, Junko Matsumoto, et al. The
22 ‘296 patent issued from U.S. patent application Serial Number 10/140,937 filed May 9,
23 2002 and discloses novel memory devices with input/output buffers that can be disabled
24 to reduce the power consumption of the memory device when it is in a low-power state.
25 The inventors assigned all right, title, and interest in the ‘296 patent to Mitsubishi Denki
26 Kabushiki Kaisha (hereinafter “Mitsubishi”). Mitsubishi’s right, title, and interest in the
27 ‘296 patent was subsequently assigned to Renesas Technology Group, which further
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1 assigned such right, title, and interest to Renesas Electronics Corp. (hereinafter
2 “Renesas”). Renesas assigned all right, title, and interest in the ‘296 patent to Acacia
3 Research Group LLC (“ARG”). The assignment to ARG was made subject only to
4 certain prior non-exclusive license agreements and a limited non-exclusive and non-
5 transferable limited license to Renesas. Neither the prior licensees nor Renesas possesses
6 any right to sue for or collect past, present and future damages or to seek and obtain
7 injunctive or any other relief for infringement of the ‘296 patent.

8 50. Prior to the commencement of this action, ARG assigned all right, title, and
9 interest in the ‘296 patent to LMS, its wholly owned designated affiliate, including all of
10 ARG’s rights, obligations, interests and liabilities under the assignment agreement with
11 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under
12 such assignment agreement. LMS thus possesses the right to sue for or collect past,
13 present and future damages or to seek and obtain injunctive or any other relief for
14 infringement of the ‘296 patent.

15 51. 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 ‘296 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 ‘296 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 DRAM chips manufactured by Micron, including at least its
23 DDR3, DDR4, LPDDR3, and LRPDDR4 chips (hereinafter “the ‘296 DRAM Chips”) and
24 any other Micron chip having substantially similar capability to disable input/output
25 buffers in a low power state.

1 52. A non-exhaustive list of part numbers associated with the '296 DRAM Chips
2 appears in a part catalog provided on Micron's website (<http://www.micron.com/>), which
3 list is attached hereto as Exhibit J.

4 53. Defendant Lenovo's infringing devices include, for example and without
5 limitation, the following computing devices incorporating one or more of the '296 DRAM
6 Chips:

- 7 a. Ideapad Yoga 13 with Micron C400 128GB mSATA SSD
- 8 b. System x3550 M5 with Micron M500DC Enterprise Value SATA SSD
- 9 c. ThinkPad T430s with Micron C400 256GB mSATA SSD

10 54. The service of this Complaint will provide Lenovo with actual notice of the
11 '296 patent and of Plaintiff's infringement allegations herein.

12 55. Lenovo's direct infringement of the '296 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 56. Unless it ceases its infringing activities, Defendant Lenovo will continue to
16 injure LMS by directly infringing the '296 patent.

17 57. Upon information and belief, Defendant Lenovo will continue its
18 infringement notwithstanding its actual knowledge of the '296 patent and while lacking an
19 objectively reasonable good faith basis to believe that its activities do not infringe any
20 valid claim of the '296 patent. As such, Lenovo's future acts of infringement will
21 constitute continuing willful infringement of the '296 patent.

22
23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs prays for:

25 1. Judgment that the '504, '441, '260, '181, and '296 patents are each valid and
26 enforceable;

1 2. Judgment that the ‘504, ‘441, ‘260, ‘181, and ‘296 patents are infringed by
2 Defendant Lenovo;

3 3. Judgment that Defendant Lenovo’s future acts of patent infringement relating
4 to the ‘504, ‘441, ‘260, ‘181, and the ‘296 patents are willful;

5 4. An award of damages arising out of Defendant Lenovo’s acts of patent
6 infringement, together with pre-judgment and post-judgment interest;

7 5. Judgment that the future damages so adjudged be trebled in accordance with
8 35 U.S.C. § 284;

9 6. An award of Plaintiff LMS’s attorneys’ fees, costs and expenses incurred in
10 this action in accordance with 35 U.S.C. § 285; and

11 7. Such other and further relief as the Court may deem just and proper.
12

13 **RESERVATION OF RIGHTS**

14 LMS’s investigation is ongoing, and certain material information remains in the
15 sole possession of the Defendant or third parties, which will be obtained via discovery
16 herein. LMS expressly reserves the right to amend or supplement the causes of action set
17 forth herein in accordance with Rule 15 of the Federal Rules of Civil Procedure.
18

19 Respectfully submitted,

20
21 Date: April 23, 2015

/s/ Jon A. Birmingham

22 Jon A. Birmingham (CA SBN 271034)
23 FITCH, EVEN, TABIN & FLANNERY LLP
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25 Los Angeles, California 91367
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27 Facsimile: (818) 715-7033
28 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: April 23, 2015

/s/ Jon A. Birmingham

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ATTORNEY FOR PLAINTIFF