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7 LIMESTONE MEMORY SYSTEMS LLC

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

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

14
15 Plaintiff,

16 v.

17 HEWLETT-PACKARD COMPANY, a
18 Delaware Corporation,

19
20 Defendant.

Case No.:

COMPLAINT FOR PATENT INFRINGEMENT
DEMAND FOR JURY TRIAL

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

20 **JURISDICTION AND VENUE**

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

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

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

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

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

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

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

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

19 10. Defendant HP, directly and/or through its subsidiaries, affiliates, agents,
20 and/or business partners, has in the past and continues to directly infringe the '504 patent
21 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
22 and/or importing devices incorporating memory devices that embody the invention
23 claimed in the '504 patent, within the United States and within this District. HP has been
24 and is engaged in one or more of these direct infringing activities related to its
25 manufacture, distribution, support, and sales of devices such as servers, personal
26 computers and laptop computers that incorporate DRAM chips manufactured by Micron
27 Technology, Inc. (hereinafter "Micron"), including at least DDR2, DDR3 and DDR4
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1 chips (hereinafter “the ‘504 DRAM Chips”) and any other Micron chip having
2 substantially similar data transfer architecture.

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

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

- 9 a. X820 blade server
- 10 b. BL870c PC server
- 11 c. Z420 Workstation with Micron C400 256GB mSATA SSD
- 12 d. Z620 Workstation with Micron C400 256GB mSATA SSD
- 13 e. Z820 Workstation with Micron RAM

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

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

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

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

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

2 17. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
3 1 to 16, as if fully set forth herein.

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

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

1 20. 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 ‘441 patent
3 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
4 and/or importing devices incorporating memory devices that embody the invention
5 claimed in the ‘441 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 such as servers, personal
8 computers and laptop computers that incorporate DRAM chips manufactured by Micron
9 including the at least DDR2, DDR3, DDR4, LPDDR, LPDDR2, LPDDR3,
10 LPDDR4 GDDR5, and RLDRAM chips (hereinafter “the ‘441 DRAM Chips”) and any
11 other Micron chip having substantially similar structures for managing defective regions
12 of the chip.

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

16 22. Defendant HP’s infringing devices include, for example and without
17 limitation, the following computing devices incorporating one or more of the ‘504 DRAM
18 Chips:

- 19 a. X820 blade server
- 20 b. BL870c PC server
- 21 c. Z420 Workstation with Micron C400 256GB mSATA SSD
- 22 d. Z620 Workstation with Micron C400 256GB mSATA SSD
- 23 e. Z820 Workstation with Micron RAM

24 23. The service of this Complaint will provide HP with actual notice of the ‘441
25 patent and of Plaintiff’s infringement allegations herein.

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

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

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

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

12 27. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
13 1 to 26, as if fully set forth herein.

14 28. On August 24, 1999, U.S. Patent No. 5,943,260 ("the '260 patent"), entitled
15 "Method For High-Speed Programming Of A Nonvolatile Semiconductor Memory
16 Device," a copy of which is attached hereto as Exhibit E, was duly and legally issued to
17 the inventor, Tsuyoshi Hirakawa. The '260 patent issued from U.S. patent application
18 Serial Number 09/027,215 filed February 20, 1998 and discloses and claims novel
19 methods for programming multi-valued memory cells in parallel within an array of such
20 memory cells, by selectively increasing the voltage applied to groups of the cells. The
21 inventor assigned all right, title, and interest in the '260 patent to NEC Corporation
22 (hereinafter "NEC"). NEC's right, title, and interest in the '260 patent was subsequently
23 assigned to NEC Electronics Corporation, which further assigned such right, title, and
24 interest to Renesas Electronics Corp. (hereinafter "Renesas"). Renesas assigned all right,
25 title, and interest in the '260 patent to Acacia Research Group LLC ("ARG"). The
26 assignment to ARG was made subject only to certain prior non-exclusive license
27 agreements and a limited non-exclusive and non-transferable limited license to Renesas.

1 Neither the prior licensees nor Renesas possesses any right to sue for or collect past,
2 present and future damages or to seek and obtain injunctive or any other relief for
3 infringement of the '260 patent.

4 29. Prior to the commencement of this action, ARG assigned all right, title, and
5 interest in the '260 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 '260 patent.

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

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

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

4 33. Defendant HP's infringing devices include, for example and without
5 limitation, the following computing devices incorporate one or more of the Micron Flash
6 Chips:

- 7 a. Z420 Workstation with Micron C400 256GB mSATA SSD
- 8 b. Z620 Workstation with Micron C400 256GB mSATA SSD
- 9 c. Z820 Workstation with Micron RAM
- 10 d. EliteBook 740 G1 Notebook PC with with Micron C300 or C400 SSD
- 11 e. EliteBook 8760w with Micron C300 256GB SATA SSD
- 12 f. EliteBook 840 with with Micron C300 or C400 SSD
- 13 g. ZBook 14 with Micron C400 mSATA SSD

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

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

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

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

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

2 38. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
3 1 to 37, as if fully set forth herein.

4 39. On May 15, 2001, U.S. Patent No. 6,233,181 (“the ‘181 patent”), entitled
5 “Semiconductor Memory Device With Improved Flexible Redundancy Scheme” a copy
6 of which is attached hereto as Exhibit F, was duly and legally issued to the inventor,
7 Hideto Hidaka. The ‘181 patent issued from U.S. patent application Serial Number
8 09/251,352 filed February 17, 1999 and discloses and claims novel memory devices with
9 redundant rows of memory cells, available for use among a particular group of memory
10 sub-arrays. The inventor assigned all right, title, and interest in the ‘181 patent to
11 Mitsubishi Denki Kabushiki Kaisha (hereinafter “Mitsubishi”). Mitsubishi’s right, title,
12 and interest in the ‘181 patent was subsequently assigned to Renesas Electronics Corp.
13 (hereinafter “Renesas”). Renesas assigned all right, title, and interest in the ‘181 patent to
14 Acacia Research Group LLC (“ARG”). The assignment to ARG was made subject only
15 to certain prior non-exclusive license agreements and a limited non-exclusive and non-
16 transferable limited license to Renesas. Neither the prior licensees nor Renesas possesses
17 any right to sue for or collect past, present and future damages or to seek and obtain
18 injunctive or any other relief for infringement of the ‘181 patent.

19 40. Prior to the commencement of this action, ARG assigned all right, title, and
20 interest in the ‘181 patent to LMS, its wholly owned designated affiliate, including all of
21 ARG’s rights, obligations, interests and liabilities under the assignment agreement with
22 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under
23 such assignment agreement. LMS thus possesses the right to sue for or collect past,
24 present and future damages or to seek and obtain injunctive or any other relief for
25 infringement of the ‘181 patent.

26 41. Defendant HP, directly and/or through its subsidiaries, affiliates, agents,
27 and/or business partners, has in the past and continues to directly infringe the ‘181 patent
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1 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
2 and/or importing devices incorporating memory devices that embody the invention
3 claimed in the ‘181 patent, within the United States and within this District. HP has been
4 and is engaged in one or more of these direct infringing activities related to its
5 manufacture, distribution, support, and sales of devices such as servers, personal
6 computers and laptop computers that incorporate DRAM chips manufactured by Micron,
7 including at least its DDR2, DDR3, DDR4, LPDDR, LPDDR2, LPDDR3,
8 LPDDR4 GDDR5, and RLDRAM chips (hereinafter “the ‘181 DRAM Chips”) and any
9 other Micron chip having substantially similar structures providing redundant memory
10 cells.

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

14 43. Defendant HP’s infringing devices include, for example and without
15 limitation, the following computing devices incorporating one or more of the ‘181 DRAM
16 Chips:

- 17 a. X820 blade server
- 18 b. BL870c PC server
- 19 c. Z420 Workstation with Micron C400 256GB mSATA SSD
- 20 d. Z620 Workstation with Micron C400 256GB mSATA SSD
- 21 e. Z820 Workstation with Micron RAM

22 44. The service of this Complaint will provide HP with actual notice of the ‘181
23 patent and of Plaintiff’s infringement allegations herein.

24 45. HP’s direct infringement of the ‘181 patent has injured LMS. LMS is
25 entitled to recover damages adequate to compensate for such infringement pursuant to 35
26 U.S.C. § 284.

1 46. Unless it ceases its infringing activities, Defendant HP will continue to injure
2 LMS by directly infringing the ‘181 patent.

3 47. Upon information and belief, Defendant HP will continue its infringement
4 notwithstanding its actual knowledge of the ‘181 patent and while lacking an objectively
5 reasonable good faith basis to believe that its activities do not infringe any valid claim of
6 the ‘181 patent. As such, HP’s future acts of infringement will constitute continuing
7 willful infringement of the ‘181 patent.

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

9 48. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
10 1 to 47, as if fully set forth herein.

11 49. On May 15, 2004, U.S. Patent No. 6,697,296 (“the ‘296 patent”), entitled
12 “Clock Synchronous Semiconductor Memory Device” a copy of which is attached hereto
13 as Exhibit I, was duly and legally issued to the inventors, Junko Matsumoto, et al. The
14 ‘296 patent issued from U.S. patent application Serial Number 10/140,937 filed May 9,
15 2002 and discloses novel memory devices with input/output buffers that can be disabled
16 to reduce the power consumption of the memory device when it is in a low-power state.
17 The inventors assigned all right, title, and interest in the ‘296 patent to Mitsubishi Denki
18 Kabushiki Kaisha (hereinafter “Mitsubishi”). Mitsubishi’s right, title, and interest in the
19 ‘296 patent was subsequently assigned to Renesas Technology Group, which further
20 assigned such right, title, and interest to Renesas Electronics Corp. (hereinafter
21 “Renesas”). Renesas assigned all right, title, and interest in the ‘296 patent to Acacia
22 Research Group LLC (“ARG”). The assignment to ARG was made subject only to
23 certain prior non-exclusive license agreements and a limited non-exclusive and non-
24 transferable limited license to Renesas. Neither the prior licensees nor Renesas possesses
25 any right to sue for or collect past, present and future damages or to seek and obtain
26 injunctive or any other relief for infringement of the ‘296 patent.

1 50. Prior to the commencement of this action, ARG assigned all right, title, and
2 interest in the '296 patent to LMS, its wholly owned designated affiliate, including all of
3 ARG's rights, obligations, interests and liabilities under the assignment agreement with
4 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under
5 such assignment agreement. LMS thus possesses the right to sue for or collect past,
6 present and future damages or to seek and obtain injunctive or any other relief for
7 infringement of the '296 patent.

8 51. Defendant HP, directly and/or through its subsidiaries, affiliates, agents,
9 and/or business partners, has in the past and continues to directly infringe the '296 patent
10 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
11 and/or importing devices incorporating memory devices that embody the invention
12 claimed in the '296 patent, within the United States and within this District. HP has been
13 and is engaged in one or more of these direct infringing activities related to its
14 manufacture, distribution, support, and sales of devices such as servers, personal
15 computers and laptop computers that incorporate DRAM chips manufactured by Micron,
16 including at least its DDR3, DDR4, LPDDR3, and LRPDDR4 chips (hereinafter "the '296
17 DRAM Chips") and any other Micron chip having substantially similar capability to
18 disable input/output buffers in a low power state.

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

22 53. Defendant HP's infringing devices include, for example and without
23 limitation, the following computing devices incorporating one or more of the '296 DRAM
24 Chips:

- 25 a. X820 blade server
- 26 b. BL870c PC server
- 27 c. Z420 Workstation with Micron C400 256GB mSATA SSD

1 d. Z620 Workstation with Micron C400 256GB mSATA SSD

2 e. Z820 Workstation with Micron RAM

3 54. The service of this Complaint will provide HP with actual notice of the '296
4 patent and of Plaintiff's infringement allegations herein.

5 55. HP's direct infringement of the '296 patent has injured LMS. LMS is
6 entitled to recover damages adequate to compensate for such infringement pursuant to 35
7 U.S.C. § 284.

8 56. Unless it ceases its infringing activities, Defendant HP will continue to injure
9 LMS by directly infringing the '296 patent.

10 57. Upon information and belief, Defendant HP will continue its infringement
11 notwithstanding its actual knowledge of the '296 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 '296 patent. As such, HP's future acts of infringement will constitute continuing
14 willful infringement of the '296 patent.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs prays for:

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

19 2. Judgment that the '504, '441, '260, '181, and '296 patents are infringed by
20 Defendant HP;

21 3. Judgment that Defendant HP's future acts of patent infringement relating to
22 the '504, '441, '260, '181, and '296 patents are willful;

23 4. An award of damages arising out of Defendant HP's acts of patent
24 infringement, together with pre-judgment and post-judgment interest;

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

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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