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6 *Attorney for Plaintiff*  
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 KINGSTON TECHNOLOGY CO., Inc., a  
18 Delaware Corporation,

19 Defendant.

Case No.:

**COMPLAINT FOR PATENT INFRINGEMENT**  
**DEMAND FOR JURY TRIAL**

1 Plaintiff, Limestone Memory Systems LLC (“LMS”), complains against Defendant  
2 Kingston Technology Co., Inc. for patent infringement pursuant to this Court’s subject  
3 matter 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. Kingston Technology Co., Inc. (“Kingston”) is a corporation incorporated  
12 under the laws of Delaware with its principal place of business at 17600 Newhope Street,  
13 Fountain Valley, CA. Kingston conducts business in and is doing business in California  
14 and in this District and elsewhere in the United States, including, without limitation,  
15 using, promoting, offering to sell, importing and/or selling devices that incorporate  
16 memory devices that embody the patented technology, and enabling end-user purchasers  
17 to use such devices in this District. Kingston is subject to the subpoena power of this  
18 Court within the State of California.

19  
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 Kingston is subject to this Court’s  
25 specific and general personal jurisdiction pursuant to due process and/or the California  
26 Long Arm Statute (CCP §410.10), due at least to their substantial business conducted in  
27 this forum, including (i) having solicited business in the State of California, transacted  
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1 business within the State of California and attempted to derive financial benefit from  
2 residents of 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 Kingston maintains systematic,  
9 continuous and ongoing business operations within the State of California and this  
10 District, through which it uses, promotes, offers to sell, and sells devices that incorporate  
11 memory devices that embody the patented technology. Kingston's headquarters are in  
12 Fountain View, CA, which is in this District. Further, on information and belief, Kingston  
13 provides product technical support and sells devices to retailers and/or end users in this  
14 District.

15 6. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b), 1391(c) and  
16 1400(b) because Defendant Kingston is subject to personal jurisdiction in this District,  
17 resides in, has regularly conducted business in this District and/or has committed acts of  
18 patent 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 novel memory devices with burst mode transfer  
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1 functions designed to receive and send large amounts of data quickly. The inventor  
2 assigned all right, title, and interest in the ‘504 patent to NEC Corporation (hereinafter  
3 “NEC”). NEC’s right, title, and interest in the ‘504 patent was subsequently assigned to  
4 NEC Electronics Corporation, which further assigned such right, title, and interest to  
5 Renesas Electronics Corp (hereinafter “Renesas”). Renesas assigned all right, title, and  
6 interest in the ‘504 patent to Acacia Research Group LLC (“ARG”). The assignment to  
7 ARG was made subject only to certain prior non-exclusive license agreements and a  
8 limited non-exclusive and non-transferable limited license to Renesas. Neither the prior  
9 licensees nor Renesas possesses any right to sue for or collect past, present and future  
10 damages or to seek and obtain injunctive or any other relief for infringement of the ‘504  
11 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 Kingston, directly and/or through its subsidiaries, affiliates,  
20 agents, and/or business partners, has in the past and continues to directly infringe the ‘504  
21 patent pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to  
22 sell 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. Kingston has  
24 been and is engaged in one or more of these direct infringing activities related to its  
25 manufacture, distribution, support, and sales of digital data storage devices that  
26 incorporate DRAM chips manufactured by Micron Technology, Inc. (hereinafter  
27 “Micron”) including at least DDR2, DDR3 and DDR4 chips (hereinafter “the ‘504  
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1 DRAM Chips”) and any other Micron chip having substantially similar data transfer  
2 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. The service of this Complaint will provide Kingston with actual notice of the  
7 ‘504 patent and of Plaintiff’s infringement allegations herein.

8 13. Kingston’s direct infringement of the ‘504 patent has injured LMS. LMS is  
9 entitled to recover damages adequate to compensate for such infringement pursuant to 35  
10 U.S.C. § 284.

11 14. Unless it ceases its infringing activities, Kingston will continue to injure  
12 LMS by directly infringing the ‘504 patent.

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

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

19 16. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs  
20 1 to 15, as if fully set forth herein.

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

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

17 19. Defendant Kingston, directly and/or through its subsidiaries, affiliates,  
18 agents, and/or business partners, has in the past and continues to directly infringe the ‘441  
19 patent pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to  
20 sell and/or importing devices incorporating memory devices that embody the invention  
21 claimed in the ‘441 patent, within the United States and within this District. Kingston has  
22 been and is engaged in one or more of these direct infringing activities related to its  
23 manufacture, distribution, support, and sales of digital data storage devices that  
24 incorporate DRAM chips manufactured by Micron including at least DDR2, DDR3,  
25 DDR4, LPDDR, LPDDR2, LPDDR3, LPDDR4 GDDR5, and RLDRAM chips  
26 (hereinafter “the ‘441 DRAM Chips”) and any other Micron chip having substantially  
27 similar structures for managing defective regions of the chip.

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1 20. A non-exhaustive list of part numbers associated with the ‘441 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 D.

4 21. The service of this Complaint will provide Kingston with actual notice of the  
5 ‘441 patent and of Plaintiff’s infringement allegations herein.

6 22. Kingston’s direct infringement of the ‘441 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 23. Unless it ceases its infringing activities, Kingston will continue to injure  
10 LMS by directly infringing the ‘441 patent.

11 24. Upon information and belief, Kingston will continue its infringement  
12 notwithstanding its actual knowledge of the ‘441 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 ‘441 patent. As such, Kingston’s future acts of infringement will constitute continuing  
15 willful infringement of the ‘441 patent.

16 **THIRD CAUSE OF ACTION – INFRINGEMENT OF ‘260 PATENT**

17 25. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs  
18 1 to 24, as if fully set forth herein.

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

8 27. Prior to the commencement of this action, ARG assigned all right, title, and  
9 interest in the ‘260 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 ‘260 patent.

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

24 29. Kingston has been and is engaged in one or more of these direct infringing  
25 activities related to its manufacture, distribution, support, and sales of devices that  
26 incorporate Micron Flash Chips. These infringing devices include, for example and  
27 without limitation, digital data storage devices that incorporate one or more of the that  
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1 incorporate multi-level cell (“MLC”) and triple-level cell (“TLC”) flash memory chips  
2 manufactured by Micron (hereinafter the “Micron Flash Chips”) and any other Micron  
3 chip using substantially similar techniques for programming arrays of multi-valued  
4 memory cells.

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

8 31. Defendant Kingston’s infringing devices include, for example and without  
9 limitation, its SSDNow V300 Solid State Drive, which is a solid state drive that  
10 incorporates one or more of the Micron Flash Chips.

11 32. The service of this Complaint will provide Kingston with actual notice of the  
12 ‘260 patent and of Plaintiff’s infringement allegations herein.

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

16 34. Unless it ceases its infringing activities, Defendant Kingston will continue to  
17 injure LMS by directly infringing the ‘260 patent.

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

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

24 36. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs  
25 1 to 35, as if fully set forth herein.

26 37. On May 15, 2001, U.S. Patent No. 6,233,181 (“the ‘181 patent”), entitled  
27 “Semiconductor Memory Device With Improved Flexible Redundancy Scheme” a copy  
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1 of which is attached hereto as Exhibit G, was duly and legally issued to the inventor,  
2 Hideto Hidaka. The '181 patent issued from U.S. patent application Serial Number  
3 09/251,352 filed February 17, 1999 and discloses novel memory devices with redundant  
4 rows of memory cells, available for use among a particular group of memory sub-arrays.  
5 The inventor assigned all right, title, and interest in the '181 patent to Mitsubishi Denki  
6 Kabushiki Kaisha (hereinafter "Mitsubishi"). Mitsubishi's right, title, and interest in the  
7 '181 patent was subsequently assigned to Renesas Electronics Corp. (hereinafter  
8 "Renesas"). Renesas assigned all right, title, and interest in the '181 patent to Acacia  
9 Research Group LLC ("ARG"). The assignment to ARG was made subject only to  
10 certain prior non-exclusive license agreements and a limited non-exclusive and non-  
11 transferable limited license to Renesas. Neither the prior licensees nor Renesas possesses  
12 any right to sue for or collect past, present and future damages or to seek and obtain  
13 injunctive or any other relief for infringement of the '181 patent.

14 38. Prior to the commencement of this action, ARG assigned all right, title, and  
15 interest in the '181 patent to LMS, its wholly owned designated affiliate, including all of  
16 ARG's rights, obligations, interests and liabilities under the assignment agreement with  
17 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under  
18 such assignment agreement. LMS thus possesses the right to sue for or collect past,  
19 present and future damages or to seek and obtain injunctive or any other relief for  
20 infringement of the '181 patent.

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

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

8 41. The service of this Complaint will provide Kingston with actual notice of the  
9 ‘181 patent and of Plaintiff’s infringement allegations herein.

10 42. Kingston’s direct infringement of the ‘181 patent has injured LMS. LMS is  
11 entitled to recover damages adequate to compensate for such infringement pursuant to 35  
12 U.S.C. § 284.

13 43. Unless it ceases its infringing activities, Defendant Kingston will continue to  
14 injure LMS by directly infringing the ‘181 patent.

15 44. Upon information and belief, Defendant Kingston will continue its  
16 infringement notwithstanding its actual knowledge of the ‘181 patent and while lacking an  
17 objectively reasonable good faith basis to believe that its activities do not infringe any  
18 valid claim of the ‘181 patent. As such, Kingston’s future acts of infringement will  
19 constitute continuing willful infringement of the ‘181 patent.

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

21 45. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs  
22 1 to 44, as if fully set forth herein.

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

12 47. Prior to the commencement of this action, ARG assigned all right, title, and  
13 interest in the ‘296 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 ‘296 patent.

19 48. Defendant Kingston, directly and/or through its subsidiaries, affiliates,  
20 agents, and/or business partners, has in the past and continues to directly infringe the ‘296  
21 patent pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to  
22 sell and/or importing devices incorporating memory devices that embody the invention  
23 claimed in the ‘296 patent, within the United States and within this District. Kingston has  
24 been and is engaged in one or more of these direct infringing activities related to its  
25 manufacture, distribution, support, and sales of digital data storage devices that  
26 incorporate DRAM chips manufactured by Micron, including at least DDR3, DDR4,  
27 LPDDR3, and LRPDDR4 chips (hereinafter “the ‘296 DRAM Chips”) and any other  
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1 Micron chip having substantially similar capability to disable input/output buffers in a low  
2 power state.

3 49. A non-exhaustive list of part numbers associated with the ‘296 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 J.

6 50. The service of this Complaint will provide Kingston with actual notice of the  
7 ‘296 patent and of Plaintiff’s infringement allegations herein.

8 51. Kingston’s direct infringement of the ‘296 patent has injured LMS. LMS is  
9 entitled to recover damages adequate to compensate for such infringement pursuant to 35  
10 U.S.C. § 284.

11 52. Unless it ceases its infringing activities, Defendant Kingston will continue to  
12 injure LMS by directly infringing the ‘296 patent.

13 53. Upon information and belief, Defendant Kingston will continue its  
14 infringement notwithstanding its actual knowledge of the ‘296 patent and while lacking an  
15 objectively reasonable good faith basis to believe that its activities do not infringe any  
16 valid claim of the ‘296 patent. As such, Kingston’s future acts of infringement will  
17 constitute continuing willful infringement of the ‘296 patent.

18  
19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs prays for:

21 1. Judgment that the ‘504, ‘441, ‘260, ‘181, and ‘296 patents are each valid and  
22 enforceable;

23 2. Judgment that the ‘504, ‘441, ‘260, ‘181, and ‘296 patents are infringed by  
24 Defendant and Kingston;

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

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

3 5. Judgment that the future damages so adjudged be trebled in accordance with  
4 35 U.S.C. § 284;

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

7 7. Such other and further relief as the Court may deem just and proper.  
8

9 **RESERVATION OF RIGHTS**

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

15 Respectfully submitted,

16  
17 Date: April 23, 2015

/s/ Jon A. Birmingham \_\_\_\_\_

18 Jon A. Birmingham (CA SBN 271034)  
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25 **ATTORNEY FOR PLAINTIFF**  
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**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**