

RUSS, AUGUST & KABAT

1 RUSS, AUGUST & KABAT  
 Larry C. Russ, SBN 82760  
 2 lruss@raklaw.com  
 Marc A. Fenster, SBN 181067  
 3 mfenster@raklaw.com  
 Irene Y. Lee, SBN 213625  
 4 ilee@raklaw.com  
 Benjamin T. Wang, SBN 228712  
 5 bwang@raklaw.com  
 Adam S. Hoffman, SBN 218740  
 6 ahoffman@raklaw.com  
 Jean Y. Rhee, SBN 234916  
 7 jrhee@raklaw.com  
 12424 Wilshire Boulevard  
 8 Twelfth Floor  
 Los Angeles, California 90025  
 9 Telephone: (310) 826-7474  
 Facsimile: (310) 826-6991

10 Attorneys for Plaintiffs  
 11 VIA TECHNOLOGIES, INC., a California  
 corporation, VIA TECHNOLOGIES, INC.,  
 12 a Taiwan corporation, and VIA LABS, INC.,  
 a Taiwan corporation

14 **UNITED STATES DISTRICT COURT**  
 15 **NORTHERN DISTRICT OF CALIFORNIA**  
 16 **SAN JOSE DIVISION**

18 VIA TECHNOLOGIES, INC., a California  
 corporation, VIA TECHNOLOGIES, INC., a  
 19 Taiwan corporation, and VIA LABS, INC., a  
 20 Taiwan corporation

21 Plaintiffs,

22 vs.

23 ASUS COMPUTER INTERNATIONAL, a  
 California corporation, ASUSTEK  
 24 COMPUTER INC., a Taiwan corporation, and  
 25 ASMEDIA TECHNOLOGY INC., a Taiwan  
 corporation,

26 Defendants.

Case No. 5:14-cv-03586-BLF

**THIRD AMENDED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs VIA Technologies, Inc., a California corporation (“VIA-US”), VIA  
2 Technologies, Inc., a Taiwan corporation (“VIA-TW”), and VIA Labs, Inc., a Taiwan  
3 corporation (“VLP”) (collectively, “Plaintiffs” or “VIA”) allege for their Complaint against  
4 ASUS Computer International, a California corporation (“ACI”), ASUSTeK Computer Inc., a  
5 Taiwan corporation (“ASUS-TW”), and ASMedia Technology Inc., a Taiwan corporation  
6 (“ASM”) (collectively, “Defendants”), as follows:

7 1. VIA brings this action to put an end to Defendants’ continuing willful  
8 infringement and wrongful misappropriation through commercial exploitation of some of VIA’s  
9 most valued intellectual property relating to USB technology, which Defendants improperly  
10 acquired through a carefully-orchestrated scheme. Defendants’ exploitation of VIA’s intellectual  
11 property has included the marketing and selling in the United States of products infringing VIA’s  
12 patents and/or created using trade secrets stolen from VIA.

13 2. In 2012, VIA’s internal investigation and criminal investigations by prosecutors  
14 in Taiwan uncovered a surreptitious scheme hatched by Defendants in at least as early as 2007 to  
15 copy VIA’s notable success in the development of USB technology, and boost their own  
16 flagging sales at VIA’s expense, by inducing various VIA employees – including a then-VIA  
17 Vice-President, Chewei Lin – to steal VIA’s highly confidential and proprietary trade secret  
18 information relating to USB controller chip technology, and defect to high-level positions with  
19 the Defendants.

20 3. As a result of this mass theft and defection, ASM went from being a digital photo  
21 frame manufacturer with no USB-related products to a mass producer of complex USB 3.0 and  
22 other high speed input-output (I/O) chips. This change in ASM’s product focus also coincided  
23 with a marked improvement in its financial situation whereby it went from having less than  
24 US\$10M in sales and reporting net operating losses for at least three consecutive years starting in  
25 2007, to more than doubling its sales and reporting positive net operating income starting in  
26 2010, including through ASM’s direct marketing and sales of the accused products to customers  
27 in the United States.

28 4. ASUS-TW, which has been the single largest customer for ASM’s USB host

1 controller products,<sup>1</sup> has also benefitted directly from this illegal scheme by incorporating the  
 2 USB 3.0 products that ASM created using trade secrets stolen from VIA and that infringe VIA's  
 3 patents into its own products, including but not limited to motherboards (such as P8P67 PRO  
 4 (REV 3.1) (New B3 Revision) and Z9PE-D8 WS),<sup>2</sup> add-in expansion cards (such as the ASUS  
 5 PCIE USB3),<sup>3</sup> desktop computers, and laptop computers, and thereby dramatically increased its  
 6 own sales, including sales made in the United States through ACI, which also doubled in the  
 7 same timeframe. In addition, as the majority shareholder of ASM, ASUS-TW also generates  
 8 tremendous profits from ASM's increased sales.

9 5. ACI is a wholly owned subsidiary of ASUS-TW.<sup>4</sup> The main business activities of  
 10 ACI are "selling 3C [Computer, Communications, Consumer electronics] products in North  
 11 America."<sup>5</sup> On information and belief, ACI has marketed and sold in California and the rest of  
 12 the United States ASUS-branded products incorporating ASM chips which infringe VIA's  
 13 patents and which were made using VIA's misappropriated trade secrets. ACI had knowledge  
 14 that the products it marketed and sold infringe VIA's patents and were made using VIA's  
 15 misappropriated trade secrets, not least because ASM's Chairman, Jerry Shen, is also an officer  
 16 and director of ASUS-TW and a director of ACI.<sup>6</sup>

17 6. By misappropriating and infringing VIA's intellectual property, Defendants have  
 18 willfully and maliciously violated VIA's rights in its trade secrets and patents, and should be  
 19 enjoined.  
 20  
 21  
 22

23 <sup>1</sup> See <http://www.taipeitimes.com/News/biz/archives/2012/12/13/2003550001> ("The USB 3.0  
 24 controller chips and controller chips for USB 3.0-enabled devices accounted for nearly 60  
 25 percent of ASMedia's revenue ... mainly attributable to major customer Asustek Computer  
 26 Inc").

<sup>2</sup> See [http://www.asus.com/Motherboards/P8P67\\_PRO\\_REV\\_31/](http://www.asus.com/Motherboards/P8P67_PRO_REV_31/)

<sup>3</sup> See [http://www.asus.com/Motherboards/PCIE\\_USB3/](http://www.asus.com/Motherboards/PCIE_USB3/)

<sup>4</sup> 2013 Annual Report of ASUSTeK Computer Inc. (ASUS-TW) ("2013 Annual Report"),  
 27 available at [http://asus.todayir.com.tw/attachment/201501051048074\\_en.pdf](http://asus.todayir.com.tw/attachment/201501051048074_en.pdf), at 55.

<sup>5</sup> 2013 Annual Report at 115, 223.

<sup>6</sup> 2013 Annual Report at 21-22.

**THE PARTIES**

1  
2 7. Plaintiff VIA-US is a California corporation with its principal place of business at  
3 940 Mission Court, Fremont, California 94539.

4 8. Plaintiff VIA-TW is a Taiwan corporation with its principal place of business at  
5 8F, No. 533, Zhongzheng Rd., Xindian District, New Taipei City 231, Taiwan.

6 9. Plaintiff VLI is a Taiwan corporation with its principal place of business at 7F,  
7 No. 529-1, Zhongzheng Rd, Xindian District, New Taipei City 231, Taiwan.

8 10. Defendant ASM is a Taiwan corporation with its principal place of business at 6F,  
9 No. 115, Minquan Rd., Xindian District, New Taipei City 231, Taiwan. On information and  
10 belief, ASUS-TW and its affiliates owned over 90% of the shares of ASM at the beginning of the  
11 timeframe relevant to this Complaint, and continue to own a majority of the shares of ASM  
12 today.<sup>7</sup> Also on information and belief, ASM does substantial business on an ongoing basis in  
13 the United States, including in California and in this District, through distributors but also  
14 directly on its own. For example, on information and belief, ASM directly supplies its accused  
15 products to customers based in this District such as Seagate, SIIG, Inc. and Super Talent  
16 Technology.

17 11. Defendant ASUS-TW is a Taiwan corporation with its principal place of business  
18 at No. 15, Li-Te Road, Beitou District, Taipei City, Taiwan. On information and belief, ASUS-  
19 TW does substantial business on an ongoing basis in the United States, including in California  
20 and in this District, through its wholly owned subsidiary and exclusive North American sales and  
21 marketing agent, ACI, which is also a named defendant in this action.

22 12. Defendant ACI is a California corporation with its principal place of business at  
23 800 Corporate Way, Fremont, California 94539. ACI can be served through its registered agent,  
24 C T Corporation System, 818 West Seventh Street, Los Angeles, California 90017. On  
25 information and belief, ACI is the wholly owned subsidiary and exclusive North American sales  
26 and marketing agent for ASUS-TW, which is also a named defendant in this action.

27  
28 <sup>7</sup> 2013 Annual Report at 55.

1           13. Plaintiffs are informed and believe and thereon allege that at all pertinent times  
2 herein mentioned, Defendants, and each of them, were the agents, servants, employees,  
3 representatives and/or alter egos of their Co-Defendants and, in doing the things hereinafter  
4 alleged, were acting within the course and scope of such agency and with the permission and  
5 consent of their Co-Defendants. Defendants, and each of them, had and have actual or  
6 constructive knowledge of the events, transactions and occurrences alleged herein, and either  
7 knew or should have known of the conduct of their Co-Defendants and cooperated in, benefited  
8 from and/or ratified such conduct.

9           14. On information and belief, ACI is ASUS-TW's alter ego. ASUS-TW is and  
10 always has been the 100% shareholder of ACI and has kept ACI grossly undercapitalized at all  
11 times relevant to this Complaint, with ACI consistently reporting a negative net worth and only  
12 around US\$500,000 or less in capital since at least 2007, while having annual sales ranging from  
13 around US\$400 million up to over US\$2 billion during the same timeframe. Stated another way,  
14 since 2007, ACI's annual sales – and attendant potential liability arising therefrom – have been  
15 between *800 and 4000 times its capital*. Additionally, ASUS-TW has had numerous key officers  
16 and directors in common with ACI at all times relevant to this Complaint. For example, long-  
17 time Chairman of ASUS-TW, Jonney Shih, has also been a director of ACI since at least 2007.  
18 Jerry Shen, who has been an ASUS-TW director since at least 2007, the President and/or CEO of  
19 ASUS-TW since at least 2008, and is currently the General Manager of the ASUS-TW  
20 motherboard business unit, has also been a director of ACI since at least 2007.<sup>8</sup> Jackie Hsu, who  
21 is ASUS-TW's Corporate Vice President and General Manager of Worldwide Sales was also  
22 President of ACI from 2006 to 2009 and continues to be a director of ACI through the present.<sup>9</sup>  
23 Eric Chen is a Corporate Vice President and director of ASUS-TW as well as an ACI director.<sup>10</sup>  
24 Further, Ivan Ho has been CEO of ACI since at least 2006, and was also a director of ASUS-TW

25 \_\_\_\_\_  
26 <sup>8</sup> 2013 Annual Report at 21-22, 24-25, 128. As noted below, Jerry Shen is also the Chairman of  
ASM.

27 <sup>9</sup> See <https://www.linkedin.com/pub/jackie-hsu/8/b90/b46>

28 <sup>10</sup> 2013 Annual Report at 21-22; <http://press.asus.com/PressReleases/p/ASUS-ZenWatch-Announced-at-IFA-2014#.VVpl2xe-uQo>.

1 until at least 2010.<sup>11</sup>

2 15. On information and belief, ACI is also ASUS-TW's agent. On information and  
3 belief, ACI exclusively represents its parent company, ASUS-TW, in marketing and selling its  
4 products to third persons in the United States. ASUS-TW also affirmatively holds ACI out to  
5 such third person customers as "ASUS-USA" and/or its United States "headquarters," "branch"  
6 or "facility," including in multiple places on its corporate website, www.asus.com. Further,  
7 ASUS-TW not only has all of the aforementioned directors and officers in common with ACI, it  
8 has repeatedly admitted in its general purpose consolidated financial statements that it controls  
9 ACI and specifically "has the power to govern [ACI's] financial and operating policies."<sup>12</sup>  
10 Indeed, ASUS-TW has routinely demonstrated such control by assuming ACI's defense in  
11 United States litigations.<sup>13</sup>

12 16. On information and belief, ASM is also ASUS-TW's agent. On information and  
13 belief, ASUS-TW has owned a controlling interest in ASM at all times relevant to this  
14 Complaint. Also on information and belief, as ASUS-TW's subsidiary, ASM not only designs  
15 and manufactures high-speed I/O products, including USB 3.0 products for ASUS-TW's use, it  
16 also markets and sells such products to third persons in the United States for ASUS-TW's  
17 financial benefit. Additionally, ASUS-TW has had numerous key officers and directors in  
18 common with ASM at all times relevant to this Complaint. For example, upon leaving VIA,  
19 Chewei Lin became President, CEO, and Director of ASM, and also served as Vice President

21 \_\_\_\_\_  
22 <sup>11</sup> See, e.g., 2008 Annual Report of ASUSTeK Computer Inc. (ASUS-TW) ("2008 Annual  
23 Report"), available at  
24 <http://www.corpasia.net/taiwan/2357/annual/2008/EN/2008%20ASUS%20Annual%20report%20820090630%29Final.pdf>, at 16-17; <http://www.asus.com/us/News/shi27hHtZWpPf7wC/>.

25 <sup>12</sup> See, e.g., ASUSTEK COMPUTER INC. AND SUBSIDIARIES Consolidated Financial  
26 Statements and Review Report of Independent Accountants – September 30, 2013 and 2012,  
27 available at [http://www.mzcan.com/taiwan/2357/financial/62/EN/2013Q3-](http://www.mzcan.com/taiwan/2357/financial/62/EN/2013Q3-financial%20report%28consolidated%29Eng.pdf.pdf)  
28 [financial%20report%28consolidated%29Eng.pdf.pdf](http://www.mzcan.com/taiwan/2357/financial/62/EN/2013Q3-financial%20report%28consolidated%29Eng.pdf.pdf) ("2012-2013 Consolidated Financials"), at  
15-16.

<sup>13</sup> See Decl. of Christine Starkie In Support Of ASUS Computer International's Mot. To Set  
Aside Entry of Default (Doc. 35-1) at ¶ 4 (attesting that it is "the custom and practice" for  
ASUS-TW to "handle the defense of ACI").

1 and General Manager of the ASUS-TW motherboard business unit until 2012.<sup>14</sup> Jerry Shen,  
 2 ASM's Chairman, has also been an ASUS-TW director since at least 2007, the President and/or  
 3 CEO of ASUS-TW since at least 2008, and is currently the General Manager of the ASUS-TW  
 4 motherboard business unit.<sup>15</sup> H.H. Cheng was both a director of ASM and General Manager of  
 5 the Desktop System Business Division and Digital Home System Business Division for ASUS-  
 6 TW during the timeframe relevant to this Complaint.<sup>16</sup> Further, ASUS-TW has repeatedly  
 7 admitted in its general purpose consolidated financial statements that it controls ASM and  
 8 specifically "has the power to govern [ASM's] financial and operating policies."<sup>17</sup> On  
 9 information and belief, ASUS-TW demonstrated such control just last year when it issued public  
 10 statements to the Taiwanese Stock Exchange to the effect that it would investigate ASM and  
 11 tighten internal controls over it in the wake of allegations that several ASUS-TW Vice Presidents  
 12 had engaged in insider trading with respect to ASM stock.<sup>18</sup>

13 17. On information and belief, ASM also has had key officers and directors in  
 14 common with ACI during the timeframe relevant to this Complaint. For example, on information  
 15 and belief, ASM Chairman, Jerry Shen, was and still is an ACI director.<sup>19</sup>

21 <sup>14</sup> See 2010 Annual Report of ASUSTeK Computer Inc. (ASUS-TW) ("2010 Annual Report"),  
 22 available at [http://asus.todayir.com.tw/attachment/201404011708324\\_en.pdf](http://asus.todayir.com.tw/attachment/201404011708324_en.pdf), at 19-20, 199;  
 23 [http://www.usb.org/press/presskit/ASMedia\\_HostController\\_May2011.pdf](http://www.usb.org/press/presskit/ASMedia_HostController_May2011.pdf);  
 24 <http://www.asus.com/News/eBmtlB3WXTWFvcdj/>; [http://www.usb.org/press/USB-IF\\_Press\\_Releases/SuperSpeed\\_USB\\_Consumer\\_Cert\\_FINAL\\_2\\_.pdf](http://www.usb.org/press/USB-IF_Press_Releases/SuperSpeed_USB_Consumer_Cert_FINAL_2_.pdf).

24 <sup>15</sup> 2013 Annual Report at 21-22, 24-25.

25 <sup>16</sup> 2008 Annual Report at 233; [http://www.cyberlink.com/jpn/press\\_room/view\\_1982.html](http://www.cyberlink.com/jpn/press_room/view_1982.html);  
 26 <http://techcrunch.com/2009/02/16/asus-eee-top-pc-runs-it-some-touchscreen-opera/>.

26 <sup>17</sup> See, e.g., 2012-2013 Consolidated Financials at 15-17.

27 <sup>18</sup> See, e.g., <http://www.taipeitimes.com/News/biz/print/2014/07/17/2003595259>;

27 <http://www.wantchinatimes.com/news-subclass-cnt.aspx?id=20140717000132&cid=1102&MainCatID=0>

28 <sup>19</sup> 2013 Annual Report at 21-22.

1 18. The following chart depicts the key officers and directors shared by Defendants  
2 during the relevant timeframe:

3 NAME	4 ASM	5 ASUS-TW	6 ACI
7 Jonney Shih		8 Chairman	9 Director
10 Jerry Shen	11 Chairman	12 President/CEO, 13 Director, and current 14 General Manager of 15 motherboard business 16 unit	17 Director
18 Jackie Hsu		19 Corporate Vice 20 President and General 21 Manager of 22 Worldwide Sales	23 President
24 Eric Chen		25 Corporate Vice 26 President and Director	27 Director
28 Chewei Lin (formerly of VIA)	29 President, CEO, and 30 Director	31 Vice President and 32 General Manager of 33 motherboard business 34 unit until 2012	
35 Ivan Ho		36 Director	37 CEO
38 H.H. Cheng	39 Director	40 General Manager of 41 the Desktop System 42 Business Division and 43 Digital Home System 44 Business Division	

45 **JURISDICTION**

46 19. This is an action for injunctive relief and to recover damages arising under the  
47 patent laws of the United States, 35 U.S.C. § 1, *et seq.*, including § 271, and the Defend Trade  
48



1 Secrets Act, 18 U.S.C. §§ 1836 *et seq.* This Court has original jurisdiction over the subject  
2 matter under 28 U.S.C. §§ 1331 and 1338(a) and (b) and supplemental pendent jurisdiction over  
3 Plaintiffs' state-law cause of action under 28 U.S.C. § 1367.

4 20. This Court has general jurisdiction over ACI because ACI is incorporated under  
5 California law and has its principal place of business in this District.

6 21. This Court has personal jurisdiction over ASUS-TW and ASM because, on  
7 information and belief, ASUS-TW and ASM have conducted and continue to conduct a  
8 substantial amount of business in this District, have committed and continue to commit acts of  
9 patent infringement in this District, and/or have harmed and continue to harm Plaintiffs in this  
10 District, by, among other things, using, selling, offering for sale, and/or importing infringing  
11 products and services in this District. In particular, Defendants have purposefully availed  
12 themselves of the benefits of California's laws and of the privilege of conducting business in  
13 California by directing into California high-speed I/O chips, including USB 3.0 chips, including  
14 but not limited to USB 3.0 host, device, hub, and bridge controller chips, and products containing  
15 USB 3.0 chips, including but not limited to motherboards, disk drive enclosures, and computers,  
16 embodying, or created using, VIA's patented technology and/or misappropriated trade secrets.  
17 On information and belief, ASM and ASUS-TW are continuing to import to, and market and sell  
18 in, California and elsewhere in the United States, products and services that embody Plaintiffs'  
19 patented technology and trade secrets, or that were made using VIA's patented or trade secret  
20 designs, either directly, or through others such as ACI. As a result of Defendants' intentional  
21 conduct directed toward California, Plaintiffs have suffered injury in California and elsewhere in  
22 the United States.

23 22. Furthermore, ASUS-TW has purposefully availed itself of the benefits of  
24 California's laws and of the privilege of conducting business in California by initiating numerous  
25 lawsuits in this District as a plaintiff in its own name, including but not limited to *Asustek*  
26 *Computer, Inc. et al v. International Business Machines Corporation*, Case No. 3:2008-cv-  
27 01168; *Asustek Computer, Inc. et al v. Ricoh Company, Ltd*, Case No. 3:2007-cv-01942; *ASUS*  
28 *Computer International et al v. ExoTablet LTD*, Case No. 4:2014-cv-01743; *Asustek Computer*

1 *Inc. et al v. Round Rock Research, LLC et al*, Case No. 4:2011-cv-06636; *Asustek Computer Inc.*  
 2 *et al v. AFTG-TG LLC et al*, Case No. 5:2011-cv-00192; *Asustek Computer Inc. v. Technology*  
 3 *Properties Limited et al*, Case No. 5:2008-cv-00884; *Asustek Computer Inc. et al v. Helferich*  
 4 *Patent Licensing, L.L.C.*, Case No. 3:2008-cv-04493; *ASUSTeK Computer Inc. et al v. Silicon*  
 5 *Integrated Systems Corp (Taiwan)*, Case No. 4:2013-cv-05882; and *Asus Computer International*  
 6 *et al v. Nusser*, Case No. 4:2010-cv-04270.

7 23. Venue is proper in this District under 28 U.S.C. §§ 1391(b)-(d) and 1400(b)  
 8 because, among other reasons, Defendants are subject to personal jurisdiction in this District, and  
 9 have committed and continue to commit acts of patent infringement and trade secret  
 10 misappropriation in this District. On information and belief, for example, Defendants have used,  
 11 sold, offered for sale, and/or imported products or services embodying VIA's patented  
 12 technology and/or misappropriated trade secrets to customers who reside in, or may be found in,  
 13 this District.

#### 14 COMMON FACTUAL ALLEGATIONS

##### 15 **A. VIA IS A WORLDWIDE LEADER IN CHIPSET SOLUTIONS AND ONE OF THE** 16 **OLDEST AND MOST PROMINENT COMPANIES OF ITS KIND.**

17 24. VIA was founded in 1987 in Fremont, California, in this District. To this day, a  
 18 subsidiary of VIA continues to employ more than 100 engineers in Fremont. In 1992, VIA  
 19 moved its headquarters to Taipei, Taiwan. VIA has a long history in the electronics industry as  
 20 the leading developer and manufacturer of integrated chipsets for PCs and peripherals.

21 25. As the world's largest independent manufacturer of motherboard chipsets, VIA  
 22 has long recognized the potential in USB as an extremely efficient and universal means of data  
 23 transfer. This action concerns VIA's USB controller chip technology, which includes analog  
 24 design schematics for the high speed I/O modules that are used in hub controller chips, host  
 25 controller chips, device controller chips, and bridge controller chips to implement the USB 3.0  
 26 high-speed serial transfer protocol, such as PCI-e (Peripheral Component Interconnect Express),  
 27 SATA (Serial Advanced Technology Attachment), and SSC (Spread Spectrum Clock Generator),  
 28 and related legacy technologies for USB 1.0/1.1/2.0 (collectively, "USB Technology").

1           26. In as early as May 1997, VIA first incorporated USB 1.0 technology into its  
2 award-winning core logic chipsets, starting with the VT82C586B chipset. In or around March  
3 2001, VIA released its first chipset with USB 1.1 support – *i.e.*, the VT82C686A. Both of these  
4 products were released by VIA long before the proliferation of USB-enabled PC peripherals in  
5 the market.

6           27. In or around November 2001, with the introduction of USB 2.0 and the VIA  
7 Vectro VT6202 4-port host controller, VIA became one of the first companies to satisfy the  
8 requirements for higher bandwidth peripheral devices.

9           28. By developing and supplying both integrated and discrete solutions for PCs and  
10 peripheral devices, VIA was a leader in driving the industry transition to the enhanced USB 2.0  
11 standard.

12           29. Much of the design work on VIA's USB 1.1 and 2.0 products was done by VIA  
13 engineers working in Fremont, many of whom, including Steven Swei, are believed to continue  
14 to reside in this District.

15           30. USB 3.0 is the third major version of the Universal Serial Bus (USB) standard for  
16 computer connectivity. The USB 3.0 specification was developed by Hewlett-Packard Company,  
17 Intel Corporation, Microsoft Corporation, ST-NXP Wireless and Texas Instruments and debuted  
18 at the first SuperSpeed USB Developers Conference in San Jose, California, in this District.<sup>20</sup>  
19 Among other improvements, USB 3.0 adds a new transfer mode called "SuperSpeed" (SS),  
20 capable of transferring data at up to 5 Gbit/s (625 MB/s), which is more than ten times as fast as  
21 the 480 Mbit/s (60 MB/s) high speed of USB 2.0. Because every iteration of USB products  
22 builds upon and has to be backwards compatible with prior iterations, VIA's legacy USB  
23 Technology, including its PCI-e, SATA, SSC, and legacy USB 2.0 technology, is essential to its  
24 later USB 3.0 and USB 3.1 products. Similarly, ASM's USB 3.0 and other high-speed I/O  
25 products are built upon the legacy USB Technology that was stolen from VIA.

26           31. VIA has channeled a tremendous amount of resources into research and  
27

28 <sup>20</sup> See [http://www.usb.org/press/USB-IF\\_Press\\_Releases/2008\\_11\\_17\\_USB\\_IF.pdf](http://www.usb.org/press/USB-IF_Press_Releases/2008_11_17_USB_IF.pdf)

1 development and has actively pursued power efficiency across its entire silicon portfolio. As a  
2 result, VIA has developed a complete line of VIA Vectro USB 2.0 controllers, integrating  
3 advanced power management features into a low power package.

4 32. In recognition of its contribution to power efficiency, VIA was awarded the  
5 world's first Low Power certification by the USB Implementers Forum.

6 33. VIA's significant investments in research and development have also garnered  
7 VIA over 2,200 issued patents and patent applications in the United States alone, including the  
8 patents at issue here.

9 34. The trade secret components of VIA's USB Technology are not accessible to the  
10 public or any third party through any public channels, and VIA has never publicly disclosed this  
11 information to the public. These trade secrets are core, critical components of VIA's product  
12 offerings, the culmination of well over a decade of VIA's proprietary research and development,  
13 and have brought significant economic benefit to VIA.

14 35. VIA has at all relevant times taken extensive steps to protect the trade secrets  
15 relating to its USB Technology, including not only contractual measures, but also technological  
16 and procedural measures. VIA requires all employees to sign non-disclosure agreements, and  
17 limits access to its trade secrets only to those employees who need it in order to perform their job  
18 functions. To the extent that VIA's licensees, vendors, joint venturers, or customers need access  
19 to VIA's trade secrets, they are likewise required to execute non-disclosure agreements. All  
20 integrated circuit (IC) design at VIA is done on secure workstations without Internet access that  
21 can only be accessed by first logging into the company intranet. Even then, each designer is only  
22 given access to the specific folders on these workstations that he or she needs in order to work on  
23 his or her assigned projects. Normally, designers have no authority to download schematics from  
24 these secured workstations, and can only obtain approval to do so from high-level executives.

25 **B. DEFENDANTS METHODICALLY ORCHESTRATED THE MISAPPROPRIATION OF**  
26 **VIA'S TRADE SECRETS AND WILLFULLY INFRINGED VIA'S PATENTS.**

27 36. In October 2007, a former Vice President of VIA, Chewei Lin, left VIA to  
28 become President, CEO, and Director of ASM. Dozens of other VIA employees, including

1 senior product managers and R&D engineers such as Chi Chang, who is now head of research  
2 and development at ASM, also joined ASM at around the same time. On information and belief,  
3 the majority of current ASM analog designers, production control staff, and product managers  
4 are from VIA.

5 37. When these numerous employees departed VIA in 2007, VIA did not know in  
6 every case where they were going to work next.

7 38. Each employee departing VIA signed an agreement whereby the employee  
8 represented that he or she had returned all company information and documents, and agreed to  
9 continue to comply with non-disclosure agreements (including the two-year non-competition  
10 clause therein), keep confidential information confidential, and cease use of any “inventions,  
11 creations or works and concepts so accrued during the period of employment,” including,  
12 specifically, patents, trade secrets and “integrated circuit layout.” At the time, VIA reasonably  
13 believed, in reliance on the provisions of the agreement, that its former employees would not use  
14 or disclose VIA’s trade secret information to their future employers, whether ASM or otherwise.

15 39. For example, on October 31, 2007, former VIA Vice President, Chewei Lin,  
16 signed an agreement stating that he planned to resign on this date from his position at VIA to go  
17 work for an unidentified new employer, and agreeing not to solicit any VIA employees (except  
18 for specifically listed exceptions) for a period of two years and to ensure that his new employer  
19 would not hire any employee leaving from VIA regardless of whether the employee applied for  
20 the job on his/her own initiative unless he/she had departed VIA at least six months ago or VIA  
21 consented to the employment. On or about November 2, 2007, Chewei Lin joined ASM as its  
22 President, CEO, and Director. Around the time Chewei Lin joined ASM, ASM induced Chewei  
23 Lin to breach his agreement with VIA, resulting in numerous VIA employees joining ASM  
24 during the prohibited two-year period in the agreement. These employees included Hung Chen,  
25 Ray Cheng, Chifeng Lin, Jimmie Hu, Somi Weng, Laurence Mai, Dixon Lin, Sabrina Yen, YF  
26 Chang, Tagin Jiang, Stephen Chen, Lisa Su, Alan Lin, Kaddy Liang, and Jason Chen.

27 40. As a result of ASM’s mass raiding of VIA’s employees, the former employees of  
28 VIA who joined ASM collectively had knowledge of substantially all of VIA’s confidential trade

1 secret information relating to USB Technology, including hub controller chips, host controller  
2 chips, device controller chips, and bridge controller chips.

3 41. On information and belief, the ASM chips at issue first became available  
4 commercially in Taiwan and in the United States as of March or April 2011.<sup>21</sup>

5 42. VIA first began to suspect that ASM may have misappropriated its trade secrets in  
6 the fourth quarter of 2011, when VIA became aware of competitive market data and ASM issued  
7 public financial disclosures indicating a rapid increase in ASM's revenues derived from USB  
8 3.0-related sales.<sup>22</sup> Although VIA had been losing sales for USB 3.0-related technology prior to  
9 this time, VIA did not know to which competitor(s) it was losing sales. These disclosures  
10 revealed, for the first time, that ASM was the one taking VIA's USB 3.0-related sales. However,  
11 because there is more than one way to design ICs to implement USB 3.0 in compliance with the  
12 USB 3.0 industry-standard specification, this information alone did not show that ASM had  
13 taken and used VIA's technology in its USB 3.0 chips. No such determination could be made  
14 until after ASM's chips became commercially available and physical specimens could be  
15 obtained and studied.

16 43. Thus, at this point, VIA began to look for ASM chips on the open market. Doing  
17 so was especially time-consuming and difficult because the chips in question are not sold as such  
18 to end-users. Instead they are incorporated as components in devices sold by other manufacturers  
19 who do not generally advertise the manufacturers of component chips in their devices, especially  
20 if such component manufacturers are relatively unknown like ASM was at that time. As such,  
21 there was no way for VIA to know in advance whether a particular end-product contained an  
22 ASM chip and the only means by which it could proceed was by buying a number of end-  
23 products and tearing them down. Even after VIA located ASM chips through this trial and error,

24 \_\_\_\_\_  
25 <sup>21</sup> See [http://www.usb.org/press/presskit/ASMedia\\_HostController\\_May2011.pdf](http://www.usb.org/press/presskit/ASMedia_HostController_May2011.pdf);  
26 [http://news.softpedia.com/news/ASMedia-Joins-Group-of-Companies-With-Certified-USB-3-0-  
27 Controllers-200956.shtml](http://news.softpedia.com/news/ASMedia-Joins-Group-of-Companies-With-Certified-USB-3-0-Controllers-200956.shtml); [http://www.pc-specs.com/mobo/Asus/Asus\\_M5A87/119](http://www.pc-specs.com/mobo/Asus/Asus_M5A87/119) (Release  
28 Date April 1, 2011); [http://www.amazon.com/Asus-M5A87-AM3-Amd-  
DDR3/dp/B00PL4WLMK/ref=sr\\_1\\_12?ie=UTF8&qid=1424740273&sr=8-  
12&keywords=ASM1042](http://www.amazon.com/Asus-M5A87-AM3-Amd-DDR3/dp/B00PL4WLMK/ref=sr_1_12?ie=UTF8&qid=1424740273&sr=8-12&keywords=ASM1042).

<sup>22</sup> See, e.g., page 24 of ASM initial public offering memorandum, dated November 28, 2011.

1 it took additional months to reverse-engineer such chips to reveal their design and structure.

2 44. As part of this lengthy process of hunting down ASM chips to determine whether  
3 or not any misappropriation had actually occurred, VIA purchased devices that potentially  
4 contained ASM chips from October 2011 to January 2012. VIA's efforts led to the isolation of  
5 ASM1042, ASM1051, and ASM1051E chips from other manufacturers' products that VIA  
6 purchased on the open market, and VIA submitted these for reverse engineering. The results of  
7 this reverse engineering confirmed that ASM's ASM1042, ASM1051, and ASM1051E chips  
8 have schematics that are substantially similar to the analog designs in VIA's chips.

9 45. Simultaneous with its reverse engineering efforts, VIA conducted an internal  
10 investigation in April or May 2012, which revealed that former VIA employees who joined ASM  
11 had downloaded and printed numerous circuit diagrams for high speed controller ICs relating to  
12 VIA's USB Technology from VIA's workstations while still employed by VIA.

13 46. On August 21, 2012, VIA filed a criminal complaint with the Taipei District  
14 Prosecutor's Office charging ASM and its employees with stealing VIA's USB Technology and  
15 provided some of its reverse engineering results to the Taiwanese prosecutors.

16 47. Based on these results, the Taiwanese police raided ASM's offices on August 30,  
17 2012 and again on April 16, 2013. During these raids, copies of VIA's confidential and  
18 proprietary schematics—prominently displaying VIA markings—were discovered in ASM's  
19 offices, along with copies of ASM's schematics for its ASM1042 and ASM1051 chips, which  
20 the Taiwanese prosecutors reviewed and concluded were substantially similar to VIA's  
21 schematics. As a result of the evidence uncovered only as a result of these official raids, VIA  
22 learned that ASM had indeed misappropriated VIA's schematics and used them to design the  
23 ASM1042 and ASM1051 chips.

24 48. On November 8, 2013, the Taipei District Prosecutor's Office concluded its  
25 investigation and announced that it was proceeding with the criminal prosecution of ASM and  
26 four ASM employees, including former VIA employee, Chi Chang, the head of research and  
27 development at ASM.

28 49. On December 17, 2013, VIA filed a civil suit against ASUS-TW and ASM in the

1 Taipei District Court seeking damages for the losses incurred as a result of their theft of VIA's  
2 USB Technology. Also named in the Taiwan suit are various ASM employees, including ASM  
3 Chairman, Jerry Shen, who is also CEO, director and current motherboard business unit General  
4 Manager for ASUS-TW and a director of ACI, and ASM President, CEO, and director, Chewei  
5 Lin, who was also the General Manager of the ASUS-TW motherboard business unit during the  
6 timeframe at issue in this Complaint.

7 50. As part of the Taiwan suit, VIA is also requesting the court to enjoin ASM from  
8 producing and selling products developed using VIA's misappropriated trade secrets.

9 51. On information and belief, the wrongful acts of ASM described herein and  
10 knowledge thereof should be imputed to ASUS-TW. ASUS-TW is not only admittedly the  
11 controlling shareholder of ASM and, as such, enjoys the power to govern ASM's financial and  
12 operating policies, it has had and continues to have key directors and officers in common with  
13 ASM and is chargeable with their cumulative knowledge of ASM's patent infringement and  
14 trade secret misappropriation. Additionally, as the largest single customer of ASM's USB 3.0  
15 controller chips,<sup>23</sup> which it incorporates into motherboards, desktop computers, laptop  
16 computers, and other products that it markets and sells in large volumes in this District, in  
17 California, and throughout the United States through ACI, ASUS-TW derives substantial direct  
18 economic benefits from ASM's misappropriation and is itself directly engaged in infringing  
19 VIA's patents and misappropriating VIA's trade secrets by use in this District, in California, and  
20 throughout the United States.

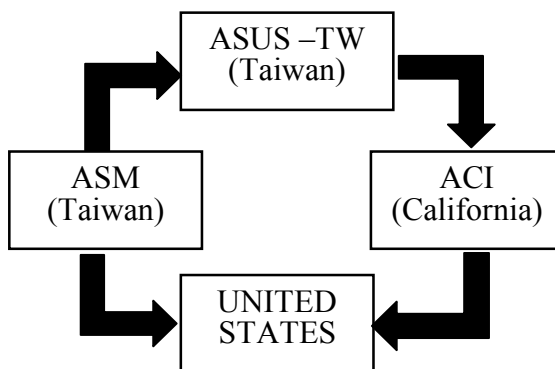
21 52. On information and belief, the wrongful acts of ASM and ASUS-TW described  
22 herein and knowledge thereof should also be imputed to ACI. ACI is not only ASUS-TW's  
23 wholly owned subsidiary, alter ego, and exclusive North American sales and marketing agent, it  
24 has had and continues to have key directors and officers in common with both ASM and ASUS-  
25 TW and is chargeable with their cumulative knowledge of ASM's and ASUS-TW's patent

26 <sup>23</sup> See <http://www.taipeitimes.com/News/biz/archives/2012/12/13/2003550001> ("The USB 3.0  
27 controller chips and controller chips for USB 3.0-enabled devices accounted for nearly 60  
28 percent of ASMedia's revenue ... mainly attributable to major customer Asustek Computer Inc .  
...").



1 infringement and trade secret misappropriation. Additionally, by marketing and selling on behalf  
 2 of ASUS-TW or its overseas affiliates large volumes of products incorporating ASM chips  
 3 embodying VIA's patented technology and/or trade secrets, ACI is itself directly engaged in  
 4 infringing VIA's patents and misappropriating VIA's trade secrets by use in this District, in  
 5 California, and throughout the United States.

6 53. The following diagram depicts the flow of products embodying VIA's patented  
 7 technology and/or misappropriated trade secrets between Defendants and the United States:



### 15 COUNT I

#### 16 INFRINGEMENT OF U.S. PATENT NO. 7,313,187

17 54. Plaintiffs incorporate Paragraphs 1-53 above as if fully set forth herein.

18 55. United States Patent No. 7,313,187 (the "187 patent"), entitled "High-speed  
 19 serial linking device with de-emphasis function and the method thereof," issued on December  
 20 25, 2007 from United States Patent Application No. 10/856,044, filed on May 28, 2004, which  
 21 claims priority to Taiwan application Serial No. 092120025, filed on July 22, 2003. VIA is the  
 22 assignee of the '187 patent. A true and correct copy of the '187 patent is attached as Exhibit A.

23 56. The sole inventor of the '187 patent is Chi Chang, who was Director and Head of  
 24 R&D at VIA and one of VIA's most prolific and significant inventors all the way up until  
 25 October 2007 when he defected from VIA to become ASM's head of research and development.  
 26 Even setting aside all of his foreign patents, Chi Chang is named as an inventor in a total of 28  
 27 United States patents while employed at VIA, 16 of which he applied for after the '187 patent.  
 28 From 2002 to 2006, Chi Chang also served on the committee that reviewed patents invented by

1 VIA employees on a yearly basis in order to give out awards for the best inventors and  
2 inventions. Through this committee, Chi Chang himself received the “Most Productive Inventor”  
3 award in 2002 and the “Patent Award” in 2005. In addition to receiving awards for his patents,  
4 Chi Chang earned over US\$32,000 in bonuses from VIA for patent disclosures, applications, and  
5 issuances. Indeed, under VIA’s patent bonus structure, Chi Chang stood to earn a bonus upon the  
6 issuance of the ’187 patent just as he had earned bonuses for the issuances of the Taiwan patent  
7 to which the ’187 patent claimed priority and its Chinese counterpart patent on October 11, 2004  
8 and January 18, 2006, respectively. Thus, on information and belief, despite that the ’187 patent  
9 application was technically still pending when he left VIA, Chi Chang was monitoring its status  
10 and knew the USPTO had issued an Office Action on July 3, 2007 stating that the ’187 patent  
11 application was “in condition for allowance except for formal matters.” These “formal matters”  
12 consisted solely of two minor wording corrections to two dependent claims and the Office  
13 Action indicated that all other claims had been allowed as is and that “[p]rosecution on the merits  
14 is closed in accordance with the practice under *Ex parte Quayle*, 25 USPQ 74, 453 O.G. 213  
15 (Comm’r Pat. 1935).”

16 57. On information and belief, ASM therefore had knowledge through Chi Chang that  
17 the USPTO had allowed all of the claims of the ’187 patent but for two dependent claims, and  
18 that the ’187 patent would issue in its entirety pending two minor corrections to those dependent  
19 claims, by no later than October 2007, when Chi Chang became ASM’s head of research and  
20 development and began producing USB 3.0 chips for ASM. Further, ASM’s knowledge can be  
21 imputed to ASUS-TW as of October 2007 through the common officers and directors shared by  
22 ASM and ASUS-TW at that time, including, but not limited to, Chewei Lin, who also left VIA at  
23 around the same time as Chi Chang and served as both President, CEO, and Director of ASM  
24 and the General Manager of the ASUS-TW motherboard business unit, and Jerry Shen, who was  
25 both the Chairman of ASM and an ASUS-TW director.

26 58. ASM and ASUS-TW’s knowledge can also be imputed to ACI as of October  
27 2007 or shortly thereafter through the common officers and directors they shared with ACI,  
28 including, but not limited to, Jerry Shen, who was the Chairman of ASM and a director of both

1 ASUS-TW and ACI, Jonney Shih, who was both the Chairman of ASUS-TW and Director of  
2 ACI, Jackie Hsu, who was the President of ACI and subsequently became both director of ACI  
3 and Corporate Vice President and General Manager of Worldwide Sales for ASUS-TW, Eric  
4 Chen, who is a Corporate Vice President and director of ASUS-TW as well as an ACI director,  
5 and Ivan Ho who was both CEO of ACI and director of ASUS-TW.

6 59. At a bare minimum, Defendants have had knowledge of the '187 patent since at  
7 least the filing of the original complaint in this matter on August 7, 2014.

8 60. With the above-described knowledge of the '187 patent, Defendants directly  
9 infringed and continue to directly infringe one or more claims of the '187 patent, in this judicial  
10 District and elsewhere in the United States by, among other things, making, using, selling and/or  
11 offering for sale in the United States, and/or importing into the United States a high-speed serial  
12 linking device with de-emphasis function, comprising: a parallel-to-serial unit which receives a  
13 parallel data to serialize the parallel data into a serial data and a delayed serial data, wherein the  
14 delayed serial data is one serial bit time lag behind the serial data; a pre-driver which receives the  
15 serial data and the delayed serial data to output a data differential pair according to the serial data  
16 and output a delayed-and-inverted differential pair according to the delayed serial data, wherein  
17 the delayed-and-inverted differential pair is the inverse of and one serial bit time lag behind the  
18 data differential pair; and an output driver unit which receives the data differential pair and the  
19 delayed-and-inverted differential pair to output a de-emphasized transmission differential pair.  
20 On information and belief, Defendants' infringing devices include the ASM1042, ASM1042A,  
21 ASM1051, ASM1051E, ASM1051U, ASM1053, ASM1054, and ASM1074 ("Infringing  
22 Chips"), as well as motherboards, add-in expansion cards, hard drive enclosures, computers, and  
23 other products containing the same. Because the Infringing Chips infringe the '187 patent by  
24 their very nature and design, Defendants directly infringe the '187 patent by virtue of making,  
25 using, selling, and/or offering for sale in the United States, and/or importing into the United  
26 States, such chips or products incorporating such chips. Further, VIA has confirmed that, at least  
27 as to the ASM1042, ASM1051, and ASM1051E chips, ASM substantially copied the analog  
28 design schematics for VIA's chips that practice the '187 patent.

1           61. With the above-described knowledge of the '187 patent, Defendants have induced  
2 and continue to induce infringement of one or more claims of the '187 patent by others. On  
3 information and belief, ASM marketed and supplied and continues to market and supply  
4 Infringing Chips directly to United States-based customers such as Seagate, SIIG, Inc. and Super  
5 Talent Technology knowing that such Infringing Chips (including the ASM1042, ASM1051, and  
6 ASM1051E chips for which ASM substantially copied the analog design schematics for VIA's  
7 chips) infringe the '187 patent by their very nature and design, and intending to encourage such  
8 customers to import such Infringing Chips into the United States and/or to make, use, sell, and/or  
9 offer for sale products incorporating such Infringing Chips in the United States. Additionally, on  
10 information and belief, ASM also supplied and continues to supply Infringing Chips to ASUS-  
11 TW or its overseas affiliates, knowing that such Infringing Chips (including the ASM1042,  
12 ASM1051, ASM1051E chips for which ASM substantially copied the analog design schematics  
13 for VIA's chips) infringe the '187 patent by their very nature and design and intending to  
14 encourage ASUS-TW or its overseas affiliates to incorporate Infringing Chips into their own  
15 products, and knowing that ASUS-TW or its overseas affiliates will then (1) transfer such  
16 ASUS-branded products to ACI to be imported into the United States and/or used, sold, and/or  
17 offered for sale in the United States, or (2) sell such products to third parties for further  
18 incorporation into non-ASUS products, knowing that such third parties will import such products  
19 into the United States and/or use, sell, and/or offer them for sale in the United States.  
20 Additionally, on information and belief, ACI markets and sells products containing Infringing  
21 Chips, either directly to end-users and/or indirectly through distributors/retailers, to end-users in  
22 the United States, knowing that such Infringing Chips (including the ASM1042, ASM1051 and  
23 ASM1051E chips for which ASM substantially copied the analog design schematics for VIA's  
24 chips) infringe the '187 patent by their very nature and design and intending to encourage such  
25 end-users to use such Infringing Chips in the United States. For example, on information and  
26 belief, ASUS-TW and ACI encourage and facilitate end-users who purchase ASUS-TW's Z9PE-  
27 D8 WS motherboards in the United States in using the Infringing Chips incorporated therein by  
28 promoting its "ultra-fast" Universal Serial Bus 3.0 (*i.e.*, high-speed serial linking) functionality

1 in their marketing materials<sup>24</sup> and preparing and providing to such end-users an official “user  
2 guide” that comprises step-by-step “instructions on how to install Asmedia ASM 104x USB 3.0  
3 Host Controller Driver [*i.e.*, the software driver that enables the end-user’s computer to interface  
4 with the Infringing Chip].”<sup>25</sup> ASM and ASUS-TW further encourage and facilitate end-users  
5 who purchase ASUS-TW’s Z9PE-D8 WS motherboard in the United States in using the  
6 Infringing Chips incorporated therein by developing updates for the Asmedia ASM1042 USB  
7 3.0 Host Controller Driver and the Asmedia ASM1042A USB 3.0 Host Controller Driver for  
8 different operating systems and making them available for download at [www.asus.com](http://www.asus.com), which is  
9 accessible to end-users in the United States and which end-users in the United States are  
10 encouraged to access for product support.<sup>26</sup> VIA currently seeks damages for induced  
11 infringement only from the August 7, 2014 filing date of the original complaint in this case.  
12 However, VIA expects that additional discovery, in combination with the above pleaded facts,  
13 may further support amendment of this pleading to support a claim for pre-filing induced  
14 infringement damages.

15 62. By engaging in the conduct described herein, Defendants have injured Plaintiffs  
16 and are thus liable for infringement of the ’187 patent pursuant to 35 U.S.C. § 271.

17 63. Defendants have committed these acts of infringement without license or  
18 authorization.

19 64. As a result of Defendants’ infringement of the ’187 patent, VIA has suffered  
20 monetary damages and is entitled to a money judgment in an amount adequate to compensate for  
21 Defendants’ infringement, but in no event less than a reasonable royalty for the use made of the  
22 invention by Defendants, together with interest and costs as fixed by the Court.

23 65. Furthermore, because Defendants have committed and continue to commit these  
24 acts of infringement willfully, wantonly, and deliberately despite having known since at least the

25 \_\_\_\_\_  
26 <sup>24</sup> See [https://www.asus.com/Motherboards/Z9PED8\\_WS/overview/](https://www.asus.com/Motherboards/Z9PED8_WS/overview/)

27 <sup>25</sup> See ASUS Z9PE-D8 WS User Manual (English), Version E8726 *available at*  
[http://dlcdnet.asus.com/pub/ASUS/mb/LGA2011/Z9PE-D8-WS/Manual/e8726\\_z9pe-](http://dlcdnet.asus.com/pub/ASUS/mb/LGA2011/Z9PE-D8-WS/Manual/e8726_z9pe-d8_ws.pdf?_ga=1.249404551.1612177090.1431986604)  
28 [d8\\_ws.pdf?\\_ga=1.249404551.1612177090.1431986604](http://dlcdnet.asus.com/pub/ASUS/mb/LGA2011/Z9PE-D8-WS/Manual/e8726_z9pe-d8_ws.pdf?_ga=1.249404551.1612177090.1431986604), at 6-30 to 6-32.

<sup>26</sup> See [http://www.asus.com/Motherboards/Z9PED8\\_WS/HelpDesk\\_Download/](http://www.asus.com/Motherboards/Z9PED8_WS/HelpDesk_Download/)

1 August 7, 2014 filing date of the original complaint in this case that their actions constitute  
 2 infringement of the '187 patent, VIA seeks enhanced damages pursuant to 35 U.S.C. § 284 and a  
 3 finding that this is an exceptional case within the meaning of 35 U.S.C. § 285, entitling VIA to  
 4 its attorneys' fees and expenses. VIA currently seeks only post-filing damages for willful  
 5 infringement, however, VIA expects that additional discovery, in combination with the above  
 6 pleaded facts, may further support amendment of this pleading to support a claim for pre-filing  
 7 willful infringement damages.

8 66. VIA has also suffered and will continue to suffer severe and irreparable harm  
 9 unless this Court issues a permanent injunction prohibiting Defendants, their agents, servants,  
 10 employees, representatives, and all others acting in active concert therewith from infringing the  
 11 '187 patent. In particular, Defendants' disregard for VIA's property rights threatens VIA's  
 12 relationships with the actual and potential licensees of this intellectual property, inasmuch as  
 13 Defendants will derive a competitive advantage over any of VIA's current or future licensees by  
 14 using VIA's patented technology without paying compensation for such use. Accordingly, unless  
 15 and until Defendants' continued acts of infringement are enjoined, VIA will suffer further  
 16 irreparable harm for which there is no adequate remedy at law.

17 **COUNT II**

18 **INFRINGEMENT OF U.S. PATENT NO. 8,476,747**

19 67. Plaintiffs incorporate Paragraphs 1-66 above as if fully set forth herein.

20 68. United States Patent No. 8,476,747 (the "'747 patent"), entitled "Leadframe,  
 21 leadframe type package and lead lane," issued on July 2, 2013 from United States Patent  
 22 Application No. 13/287,721, filed on November 2, 2011, which claims priority to United States  
 23 Patent Application No. 12/566,056, filed on September 24, 2009 (now United States Patent No.  
 24 8,084,848), which claims priority to Taiwan application Serial no. 98122240, filed on July 1,  
 25 2009. VIA is the assignee of the '747 patent, a true and correct copy of which is attached as  
 26 Exhibit B.

27 69. Defendants directly infringed and continue to directly infringe one or more claims  
 28 of the '747 patent, in this judicial District and elsewhere in the United States by, among other

1 things, making, using, selling and/or offering for sale in the United States, and/or importing into  
2 the United States a leadframe, suitable for a leadframe type package and comprising: a chip base;  
3 and a plurality of leads, constituting a plurality of lead lanes, wherein one of the lead lanes  
4 comprises: a pair of first differential signal leads; a pair of second differential signal leads; a pair  
5 of third differential signal leads, wherein the pair of second differential signal leads is arranged  
6 between the pair of first differential signal leads and the pair of third differential signal leads; and  
7 a first power lead, arranged between the pair of first differential signal leads and the pair of  
8 second differential signal leads, wherein one of the pairs of differential signal leads has a half-  
9 duplex transmission mode and two of the other pairs of differential signal leads have a full-  
10 duplex transmission mode. On information and belief, Defendants' infringing devices include the  
11 ASM1053, ASM1153, and ASM1351 ("Infringing Chips"), as well as USB 3.x portable Hard  
12 Disk Drives, USB 3.x portable Optical Disk Drives, USB 3.x drive enclosures, motherboards,  
13 computers, and other products containing the same. Because the Infringing Chips infringe the  
14 '747 patent by their very nature and design, Defendants directly infringe the '747 patent by  
15 virtue of making, using, selling, and/or offering for sale in the United States, and/or importing  
16 into the United States, such chips or products incorporating such chips.

17 70. Defendants have had knowledge of the '747 patent since at least the filing of the  
18 First Amended Complaint in this matter on March 10, 2015.

19 71. With the above-described knowledge of the '747 patent, Defendants have induced  
20 and continue to induce infringement of one or more claims of the '747 patent by others. On  
21 information and belief, ASM marketed and supplied and continues to market and supply  
22 Infringing Chips to United States-based customers such as Seagate, SIIG, Inc. and Super Talent  
23 Technology, knowing that such Infringing Chips infringe the '747 patent by their very nature and  
24 design and intending to encourage such customers to import such Infringing Chips into the  
25 United States and/or to make, use, sell, and/or offer for sale products incorporating such  
26 Infringing Chips in the United States. Additionally, on information and belief, ASM also  
27 supplied and continues to supply Infringing Chips to ASUS-TW or its overseas affiliates,  
28 knowing that such Infringing Chips infringe the '747 patent by their very nature and design and

1 intending to encourage ASUS-TW or its overseas affiliates to incorporate Infringing Chips into  
2 their own products, knowing that ASUS-TW or its overseas affiliates will then (1) transfer such  
3 ASUS-branded products to ACI to be imported into the United States and/or used, sold, and/or  
4 offered for sale in the United States, or (2) sell such products to third parties for further  
5 incorporation into non-ASUS products, knowing that such third parties will import such products  
6 into the United States and/or use, sell, and/or offer them for sale in the United States.  
7 Additionally, ACI sells products containing Infringing Chips, either directly and/or indirectly  
8 through distributors/retailers, to end-users in the United States, knowing that such Infringing  
9 Chips infringe the '747 patent by their very nature and design and intending to encourage such  
10 end-users to use such Infringing Chips in the United States. For example, ASM's ASM1351  
11 Datasheet promotes the ASM1351's infringing characteristics with diagrams showing, *inter alia*,  
12 that it includes a quad-flat-no-leads package (*i.e.*, a leadframe type package) with a chip base and  
13 multiple leads constituting lead lanes that comprise a power lead and three pairs of differential  
14 signal leads wherein one pair has a half-duplex transmission mode and two of the other pairs  
15 have a full-duplex transmission mode and the power lead and pairs of differential signal leads are  
16 arranged in the manner taught by the '747 patent.

17 72. By engaging in the conduct described herein, Defendants have injured Plaintiffs  
18 and are thus liable for infringement of the '747 patent pursuant to 35 U.S.C. § 271.

19 73. Defendants have committed these acts of infringement without license or  
20 authorization.

21 74. As a result of Defendants' infringement of the '747 patent, VIA has suffered  
22 monetary damages and is entitled to a money judgment in an amount adequate to compensate for  
23 Defendants' infringement, but in no event less than a reasonable royalty for the use made of the  
24 invention by Defendants, together with interest and costs as fixed by the Court.

25 75. VIA has also suffered and will continue to suffer severe and irreparable harm  
26 unless this Court issues a permanent injunction prohibiting Defendants, their agents, servants,  
27 employees, representatives, and all others acting in active concert therewith from infringing the  
28 '747 patent. In particular, Defendants' disregard for VIA's property rights threatens VIA's



1 relationships with the actual and potential licensees of this intellectual property, inasmuch as  
2 Defendants will derive a competitive advantage over any of VIA's current or future licensees by  
3 using VIA's patented technology without paying compensation for such use. Accordingly, unless  
4 and until Defendants' continued acts of infringement are enjoined, VIA will suffer further  
5 irreparable harm for which there is no adequate remedy at law.

6 **COUNT III**

7 **Trade Secret Misappropriation Under 18 U.S.C. §§ 1836 et seq.**

8 76. Plaintiffs incorporate Paragraphs 1-75 above as if fully set forth herein.

9 77. VIA developed, is the owner of, and was, at all relevant times, in possession of  
10 technical and operational trade secrets, namely, information relating to USB Technology. These  
11 trade secrets include, but are not limited to, chip design schematics.

12 78. VIA's USB Technology trade secrets relate to products used in, or intended for  
13 use in, interstate or foreign commerce.

14 79. VIA's USB Technology trade secrets are proprietary to VIA, not generally known  
15 to another person who can obtain economic value from their disclosure or use, and VIA derives  
16 independent economic value from the fact that they are not so known because they enable VIA to  
17 maintain a leadership position in its industry.

18 80. VIA has made, and continues to make efforts that are reasonable under the  
19 circumstances to secure the secrecy of its USB Technology trade secrets by, among other things,  
20 restricting access to the trade secret information to only those persons who need it, requiring all  
21 persons who access the trade secrets to execute non-disclosure agreements, and developing and  
22 storing the trade secrets only on secure, non-Internet-connected workstations, to which access  
23 was and is granted on a project-by-project need to know basis, with user account-based  
24 restrictions on downloading.

25 81. On information and belief, Defendants have misappropriated and continue to  
26 misappropriate VIA's USB Technology trade secrets by use by marketing and selling throughout  
27 the United States, including in California and this District, products that embody VIA's trade  
28 secrets without VIA's consent while knowing or having reason to know that the trade secrets

1 were acquired through improper means, under circumstances giving rise to a duty to maintain  
2 their secrecy or limit their use, and/or from persons who owed a duty to VIA to maintain their  
3 secrecy or limit their use.

4 82. On information and belief, ASUS-TW and ASM acquired VIA's trade secrets  
5 through improper means which include, without limitation, (a) inducing VIA employees to steal  
6 and disclose to ASM trade secrets in violation of the employees' non-disclosure agreements with  
7 VIA, and (b) receiving and using VIA's trade secrets for the benefit of ASM and ASUS-TW  
8 while knowing, or having reason to know, that they had been acquired by unlawful means, such  
9 as by breach of a contractual responsibility or fiduciary duty, or by corporate espionage.

10 83. On information and belief, Defendants thereafter used the trade secrets  
11 improperly acquired from VIA to design ICs, including the Infringing Chips, to develop, make,  
12 market and sell products and services for the California and United States markets, to establish a  
13 significant market presence in the California, United States, and world markets in short order, to  
14 price their products at a substantial discount to what would have been possible had Defendants  
15 incurred their own research and development and ramp up expenses, and to compete directly  
16 with VIA.

17 84. On information and belief, ASM misappropriated and continues to misappropriate  
18 VIA's trade secrets by use by directly (as well as indirectly) marketing and selling in this  
19 District, California, and the United States, USB 3.0 and other high speed input-output I/O chips  
20 that embody the trade secrets that ASM and ASUS-TW improperly acquired from VIA. For  
21 example, on information and belief, ASM directly markets and supplies its products to customers  
22 based in this District such as Seagate, SIIG, Inc. and Super Talent Technology. ASM is thus  
23 liable for misappropriating VIA's trade secrets by use through its own marketing and sale  
24 activities in this District, California, and the United States.

25 85. Additionally, on information and belief, ASUS-TW misappropriated and  
26 continues to misappropriate VIA's trade secrets by use by marketing and selling in this District,  
27 California, and the United States, through its wholly owned subsidiary, alter ego, and agent, ACI,  
28 which is based in this District, products embodying the trade secrets that ASM and ASUS-TW

1 improperly acquired from VIA, including ASUS laptop computers supporting the USB 3.0  
2 standard and containing USB 3.0 chips made by ASM.

3 86. On information and belief, ACI also misappropriated and continues to  
4 misappropriate VIA's trade secrets by use by marketing and selling in this District, California,  
5 and the United States from within this District, products that embody the trade secrets that ASM  
6 and ASUS-TW improperly acquired from VIA, including ASUS laptop computers supporting the  
7 USB 3.0 standard and containing USB 3.0 chips made by ASM. ACI engaged in these marketing  
8 and sale activities despite that it knew or should have known that such products were made using  
9 improperly acquired trade secrets due at least to the numerous key officers and directors it shared  
10 with ASUS-TW and ASM during the timeframe relevant to this Complaint such as Jonney Shih,  
11 Jerry Shen, Jackie Hsu, Eric Chen, and Ivan Ho.

12 87. Defendants carried out their misappropriation in secret, relying on the fact that  
13 there was no way to discern such misappropriation before the chips at issue were incorporated  
14 into commercially available end-products, and even then only with expensive, costly, and time-  
15 consuming investigation and analysis. Moreover, the improper acquisition of VIA's trade secrets  
16 was fraudulently concealed. In particular, each of the former VIA employees signed an  
17 agreement when departing VIA agreeing, *inter alia*, that they had returned all company  
18 information and would refrain from disclosing and using VIA's confidential information learned  
19 during his or her employment at VIA. VIA reasonably relied on the terms of such agreements  
20 and believed that its departing employees would comply with them. Because the former VIA  
21 employees who defected to ASM signed these agreements and then secretly violated them for  
22 Defendants' benefit, VIA was prevented by fraudulent concealment from discerning the true  
23 facts behind ASM's commercialization of USB 3.0 technology.

24 88. Defendants' wrongful conduct in misappropriating VIA's trade secrets by use,  
25 unless and until enjoined and restrained by this Court, will greatly and irreparably injure VIA's  
26 business.

27 89. VIA has no adequate remedy at law for its present and threatened future injuries.  
28 This is particularly true because Defendants' use of VIA's trade secrets has allowed Defendants

1 to penetrate a valuable market in an unnaturally short time, and to steal customers' business  
 2 directly from VIA. VIA, therefore, is entitled to injunctive relief prohibiting Defendants from  
 3 disclosing VIA's trade secrets, continuing to use VIA's trade secrets to manufacture products for  
 4 importation to or for marketing and sale in or from the United States, and from marketing and  
 5 selling products embodying VIA's trade secrets for importation into the United States and in or  
 6 from the United States, and compelling Defendants to return all materials incorporating,  
 7 disclosing, or derived from improperly acquired knowledge of such secrets that they could use to  
 8 manufacture products for importation to or for marketing and sale in or from the United States.

9 90. VIA is also entitled to damages for the actual loss caused by Defendants'  
 10 misappropriation of its trade secrets, and/or for any unjust enrichment Defendants have enjoyed  
 11 by such misappropriation. In the event that actual loss and unjust enrichment damages are not  
 12 provable, VIA is entitled to receive a reasonable royalty for the use made of the trade secrets by  
 13 Defendants, together with interest and costs as fixed by the Court.

14 91. Defendants' misappropriation of VIA's trade secrets was willful and malicious.  
 15 18 U.S.C. § 1836 thus entitles VIA to an award of exemplary damages equal to twice its actual  
 16 damages caused by the misappropriation, as well as VIA's reasonable attorneys fees and costs,  
 17 including reasonable expert witness fees.

#### 18 COUNT IV

##### 19 Trade Secret Misappropriation Under Cal. Civil Code §§ 3426 et seq.

20 92. Plaintiffs incorporate Paragraphs 1-91 above as if fully set forth herein.

21 93. VIA developed, is the owner of, and was, at all relevant times, in possession of  
 22 technical and operational trade secrets relating to USB Technology. These include, but are not  
 23 limited to, chip design schematics.

24 94. VIA's USB Technology trade secrets are proprietary to VIA, not generally known  
 25 to the public or others who can obtain economic value from their disclosure or use, and VIA  
 26 derives independent economic value from the fact that they are not generally known to the public  
 27 because they enable VIA to maintain a leadership position in its industry and to make and sell  
 28 high-performance motherboard chipsets to meet its customers' needs.

1           95. VIA has made, and continues to make efforts that are reasonable under the  
2 circumstances to secure the secrecy of its trade secrets relating to its USB Technology by, among  
3 other things, restricting access to the trade secret information to only those persons who need it,  
4 requiring all persons who access the trade secrets to execute non-disclosure agreements, and  
5 developing and storing the trade secrets only on secure, non-Internet-connected workstations, to  
6 which access was granted on a project-by-project need to know basis, with user account-based  
7 restrictions on downloading.

8           96. On information and belief, Defendants have misappropriated and continue to  
9 misappropriate VIA's trade secrets by use by marketing and selling throughout the United States,  
10 including in California and this District, products that embody VIA's trade secrets without VIA's  
11 consent while knowing or having reason to know that the trade secrets were acquired through  
12 improper means, under circumstances giving rise to a duty to maintain their secrecy or limit their  
13 use, and/or from persons who owed a duty to VIA to maintain their secrecy or limit their use.

14           97. On information and belief, ASUS-TW and ASM acquired VIA's trade secrets  
15 through improper means which include, without limitation, (a) inducing VIA employees to steal  
16 and disclose to ASM trade secrets in violation of the employees' non-disclosure agreements with  
17 VIA, and (b) receiving and using VIA's trade secrets for the benefit of ASM and ASUS-TW  
18 while knowing, or having reason to know, that they had been acquired by unlawful means, such  
19 as by breach of a contractual responsibility or fiduciary duty, or by corporate espionage.

20           98. On information and belief, Defendants thereafter used the trade secrets  
21 improperly acquired from VIA to design ICs, including the Infringing Chips, to develop, make,  
22 market and sell products and services for the California and United States markets, to establish a  
23 significant market presence in the California, United States, and world markets in short order, to  
24 price their products at a substantial discount to what would have been possible had Defendants  
25 incurred their own research and development and ramp up expenses, and to compete directly  
26 with VIA.

27           99. On information and belief, ASM misappropriated and continues to misappropriate  
28 VIA's trade secrets by use by directly (as well as indirectly) marketing and selling in this

1 District, California, and the United States, USB 3.0 and other high speed input-output I/O chips  
2 that embody the trade secrets that ASM and ASUS-TW improperly acquired from VIA. For  
3 example, on information and belief, ASM directly markets and supplies its products to customers  
4 based in this District such as Seagate, SIIG, Inc. and Super Talent Technology. ASM is thus  
5 liable for misappropriating VIA's trade secrets by use through its own marketing and sale  
6 activities in this District, California, and the United States.

7 100. Additionally, on information and belief, ASUS-TW misappropriated and  
8 continues to misappropriate VIA's trade secrets by use by marketing and selling in this District,  
9 California, and the United States, through its wholly owned subsidiary, alter ego, and agent, ACI,  
10 which is based in this District, products embodying the trade secrets that ASM and ASUS-TW  
11 improperly acquired from VIA, including ASUS laptop computers supporting the USB 3.0  
12 standard and containing USB 3.0 chips made by ASM.

13 101. On information and belief, ACI also misappropriated and continues to  
14 misappropriate VIA's trade secrets by use by marketing and selling in this District, California,  
15 and the United States from within this District, products that embody the trade secrets that ASM  
16 and ASUS-TW improperly acquired from VIA, including ASUS laptop computers supporting the  
17 USB 3.0 standard and containing USB 3.0 chips made by ASM. ACI engaged in these marketing  
18 and sale activities despite the fact that it knew or should have known that such products were  
19 made using improperly acquired trade secrets due at least to the numerous key officers and  
20 directors it shared with ASUS-TW and ASM during the timeframe relevant to this Complaint  
21 such as Jonney Shih, Jerry Shen, Jackie Hsu, Eric Chen, and Ivan Ho.

22 102. Defendants carried out their misappropriation in secret, relying on the fact that  
23 there was no way to discern such misappropriation before the chips at issue were incorporated  
24 into commercially available end-products, and even then only with expensive, costly, and time-  
25 consuming investigation and analysis. Moreover, the improper acquisition of VIA's trade secrets  
26 was fraudulently concealed. In particular, each of the former VIA employees signed an  
27 agreement when departing VIA agreeing, *inter alia*, that they had returned all company  
28 information and would refrain from disclosing and using VIA's confidential information learned

1 during his or her employment at VIA. VIA reasonably relied on the terms of such agreements  
2 and believed that its departing employees would comply with them. Because the former VIA  
3 employees who defected to ASM signed these agreements and then secretly violated them for  
4 Defendants' benefit, VIA was prevented by fraudulent concealment from discerning the true  
5 facts behind ASM's commercialization of USB 3.0 technology.

6 103. Defendants' wrongful conduct in misappropriating VIA's trade secrets by use,  
7 unless and until enjoined and restrained by this Court, will greatly and irreparably injure VIA's  
8 business.

9 104. VIA has no adequate remedy at law for its present and threatened future injuries.  
10 This is particularly true because Defendants' use of VIA's trade secrets has allowed Defendants  
11 to penetrate a valuable market in an unnaturally short time, and to steal customers' business  
12 directly from VIA. VIA, therefore, is entitled to injunctive relief prohibiting Defendants from  
13 disclosing VIA's trade secrets, continuing to use VIA's trade secrets to manufacture products for  
14 importation to or for marketing and sale in or from the United States, and from marketing and  
15 selling products embodying VIA's trade secrets for importation into the United States and in or  
16 from the United States, and compelling Defendants to return all materials incorporating,  
17 disclosing, or derived from improperly acquired knowledge of such secrets that they could use to  
18 manufacture products for importation to or for marketing and sale in or from the United States.

19 105. VIA is also entitled to damages for the actual loss caused by Defendants'  
20 misappropriation of its trade secrets, and/or for any unjust enrichment Defendants have enjoyed  
21 by such misappropriation. In the event that actual loss and unjust enrichment damages are not  
22 provable, VIA is entitled to receive a reasonable royalty for the use made of the trade secrets by  
23 Defendants, together with interest and costs as fixed by the Court.

24 106. Defendants' misappropriation of VIA's trade secrets was willful and malicious.  
25 California Civil Code Sections 3426.3(c) and 3426.4 thus entitle VIA to an award of exemplary  
26 damages equal to twice its actual damages caused by the misappropriation, as well as VIA's  
27 reasonable attorneys fees and costs, including reasonable expert witness fees.

28 **PRAYER FOR RELIEF**

1           WHEREFORE, Plaintiffs pray that this Court grant them the following relief:

2           A.     A judgment in favor of VIA that Defendants have infringed the '187 patent and  
3 '747 patent;

4           B.     A permanent injunction enjoining Defendants and their officers, directors, agents,  
5 servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in  
6 active concert therewith from infringement of the '187 patent and '747 patent, or such other  
7 equitable relief the Court determines is warranted;

8           C.     Preliminary and permanent injunctive relief pursuant to which Defendants and  
9 their employees, or representatives, and all persons acting in concert or participating with them  
10 are commanded, enjoined, or restrained, directly or indirectly, by any means whatsoever, as  
11 follows:

12                   i.     From disclosing VIA's trade secrets;

13                   ii.    From using VIA's trade secrets to manufacture, offer to sell, or sell  
14 products or services incorporating, using, or made using VIA's trade secrets for importation to or  
15 in or from the United States;

16                   iii.   To immediately preserve and return to VIA (a) all trade secret information  
17 improperly acquired from VIA that Defendants could or would use to manufacture, offer to sell,  
18 or sell products or services for importation to or in or from the United States; (b) all materials (in  
19 paper, electronic, or any other form) containing any, or derived from, such trade secret  
20 information; and (c) all copies of such materials; and

21                   iv.   To turn over to the Court any proceeds they have received from the  
22 misappropriation of VIA's trade secrets, to be held in constructive trust until the conclusion of  
23 this litigation;

24           D.     A judgment and order requiring Defendants to pay VIA its damages, costs,  
25 expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '187  
26 patent and '747 patent, as provided under 35 U.S.C. § 284; and requiring Defendants to pay VIA  
27 actual and unjust enrichment damages arising from Defendants' trade-secret misappropriation,  
28



1 along with prejudgment and post-judgment interest thereon or, alternatively, if such damages are  
2 unprovable, a reasonable royalty for Defendants’ use of the misappropriated trade secrets;

3 E. A judgment and order finding that this is an exceptional case within the meaning  
4 of 35 U.S.C. § 285 based on Defendants’ willful infringement of the ‘187 patent and/or that  
5 Defendants have engaged in willful and malicious misappropriation of VIA’s trade secrets under  
6 18 U.S.C. § 1836 and/or California Civil Code §§ 3426.3(c) and 3426.4, and awarding to VIA  
7 exemplary damages and its reasonable attorneys’ fees and costs against Defendants;

8 F. A judgment and order requiring Defendants to provide an accounting and to pay  
9 supplemental damages to VIA, including without limitation, pre- and post-judgment interest;

10 G. Costs of court; and

11 H. Any and all other relief to which VIA may be entitled.

12 Respectfully submitted,

13 DATED: February 7, 2017

**RUSS, AUGUST & KABAT**

14 /s/ Irene Y. Lee

15 Marc A. Fenster, SBN 181067  
16 Irene Y. Lee, SBN 213625  
17 Benjamin T. Wang, SBN 228712  
18 Adam S. Hoffman, SBN 218740  
19 Jeffrey Z.Y. Liao, SBN 288994  
20 Twelfth Floor  
12424 Wilshire Boulevard  
Los Angeles, California 90025  
Telephone: (310) 826-7474  
Facsimile: (310) 826-6991

21 *Attorneys for Plaintiffs*  
22 *VIA Technologies, Inc., a California*  
23 *corporation, VIA Technologies, Inc., a Taiwan*  
24 *corporation, and VIA LABS, INC., a Taiwan*  
25 *corporation*

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs VIA Technologies, Inc., a California corporation, VIA Technologies, Inc., a Taiwan corporation, and VIA Labs, Inc., request a trial by jury of any issues so triable by right.

Respectfully submitted,

DATED: February 7, 2017

**RUSS, AUGUST & KABAT**

/s/ Irene Y. Lee

Larry C. Russ, SBN 82760  
Marc A. Fenster, SBN 181067  
Irene Y. Lee, SBN 213625  
Benjamin T. Wang, SBN 228712  
Adam S. Hoffman, SBN 218740  
Jean Y. Rhee, SBN 234916  
Twelfth Floor  
12424 Wilshire Boulevard  
Los Angeles, California 90025  
Telephone: (310) 826-7474  
Facsimile: (310) 826-6991

*Attorneys for Plaintiffs  
VIA Technologies, Inc., a California  
corporation, VIA Technologies, Inc., a Taiwan  
corporation, and VIA LABS, INC., a Taiwan  
corporation*

RUSS, AUGUST & KABAT

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28