IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS MARSHALL DIVISION

SENTIENT SENSORS, LLC,	§	Case No. 2:18-cv-121-RWS-RSP
	§	
Plaintiff,	§	
	§	
	§	JURY TRIAL DEMANDED
v.	§	
	§	
MICROSEMI CORPORATION,	§	
MICROSEMI SOC CORPORATION, and	§	
ARROW ELECTRONICS, INC.,	§	
	§	
Defendants.	§	

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

This is a First Amended Complaint for patent infringement under Fed. R. Civ. P. 15. Plaintiff Sentient Sensors, LLC ("SS" or "Plaintiff"), by and for its First Amended Complaint against Defendants Microsemi Corporation ("Microsemi"), Microsemi SOC Corporation ("Microsemi SOC"), and Arrow Electronics, Inc. ("Arrow"), hereby makes the following allegations:

THE PARTIES

Plaintiff Sentient Sensors, LLC

- 1. Sentient Sensors, LLC is a New Mexico Limited Liability Corporation, with its principal place of business at 6022 Constitution Ave. NE, Albuquerque, New Mexico.
- 2. SS was founded by inventor and entrepreneur Kenneth Blemel and has operated in Albuquerque, New Mexico for over 40 years. Mr. Blemel, an engineer by training and vocation, has developed numerous technologies in the areas of programmable logic devices, instrumentation and embedded systems over his long career. Mr. Blemel has successfully guided multiple research

and development programs in several electronic hardware sub-disciplines, including the program culminating in the issuance of the patent described herein.

Defendant Microsemi Corporation

- 3. On information and belief, Defendant Microsemi is a Delaware corporation with its principal place of business at One Enterprise, Aliso Viejo, California 92656. Microsemi may be served through its registered agent Prentice Hall Corporation, 211 E. 7th Street, Suite 620, Austin. Texas 78701.
- 4. On information and belief, Microsemi is registered to do business in the State of Texas and has been since at least March 3, 1995.
- 5. On information and belief, Microsemi conducts engineering, research and development, sales and administration activities at its locations in the United States, including in Plano, Texas.
- 6. On information and belief, Microsemi conducts business operations within the Eastern District of Texas in its facilities at 2805 North Dallas Tollway, Suite 100, Plano, Texas 75093.
- 7. On information and belief, Microsemi has offices in the Eastern District of Texas where it sells, develops, and/or markets its products, including offices in Plano, Texas.
- 8. On information and belief, Microsemi has partnered with several Texas-based businesses to sell and service Microsemi products, including, for example, Defendant Arrow Electronics, Inc. and non-parties Future Electronics, Inc. and Mouser Electronics, Inc.
- 9. On information and belief, Microsemi continues to maintain a regular and established place of business in Plano, Texas, within this judicial district.

Defendant Microsemi SOC Corp.

- 10. On information and belief, Defendant Microsemi SOC is a California corporation with its principal executive offices at One Enterprise, Aliso Viejo, California 92656. Microsemi SOC may be served through its registered agent David Goren at One Enterprise, Aliso Viejo CA 92656.
- 11. On information and belief, Microsemi SOC conducts engineering, research and development, sales and administration activities at its locations in the United States, including in Plano, Texas.
- 12. On information and belief, Microsemi SOC conducts business operations within the Eastern District of Texas in its facilities at 2805 North Dallas Tollway, Suite 100, Plano, Texas 75093.
- 13. On information and belief, Microsemi SOC has offices in the Eastern District of Texas where it sells, develops, and/or markets its products, including offices in Plano, Texas.
- 14. On information and belief, Microsemi SOC has partnered with several Texas-based businesses to sell and service Microsemi and/or Microsemi SOC products, including, for example, Defendant Arrow Electronics, Inc. and non-parties Future Electronics, Inc. and Mouser Electronics, Inc.
- 15. On information and belief, Microsemi SOC continues to maintain a regular and established place of business in Plano, Texas, within this judicial district.

Defendant Arrow Electronics, Inc.

16. On information and belief, Defendant Arrow is a New York corporation with its principal place of business at 50 Marcus Drive, Melville, New York 11747. Arrow may be served

through its registered agent URS Agents, LLC, 3610-2 N. Josey Lane, Suite 223, Carrollton, TX 75007.

- 17. On information and belief, Arrow is registered to do business in the State of Texas and has been since at least June 21, 1978.
- 18. On information and belief, Arrow conducts sales and administration activities at its locations in the United States, including in Plano, Texas.
- 19. On information and belief, Arrow conducts business operations within the Eastern District of Texas in its facilities at 1820 Preston Park Blvd., Plano, Texas 75093.
- 20. On information and belief, Arrow has offices in the Eastern District of Texas, where it sells and markets Microsemi and/or Microsemi SOC products, including offices in Plano, Texas.
- 21. On information and belief, Arrow continues to maintain a regular and established place of business in Plano, Texas, within this judicial district.

JURISDICTION AND VENUE

- 22. This is an action for patent infringement arising under 35 U.S.C. § 100, et seq., §§ 271-281, and §§ 284-85, among others. This Court has subject matter over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).
- 23. Venue is proper in this judicial district pursuant to 28 U.S.C. §1400(b). On information and belief, each of Defendants Microsemi, Microsemi SOC, and Arrow have committed acts of infringement within this judicial district, and each of Defendants Microsemi, Microsemi SOC, and Arrow maintains a regular and established place of business within this district.
- 24. Microsemi is subject to this Court's personal and general jurisdiction pursuant to due process and the Texas Long-Arm Statute, due at least to its substantial presence and business

in this forum, including: a regular and established place of business at 2805 North Dallas Tollway, Plano, Texas; its commission of at least a portion of the infringing activities described here within the State of Texas and in particular within this judicial district; its regular and systematic conduct of business within this district and its derivation of substantial revenue from goods and services provided from and to this district and, more broadly, Texas as a whole.

- 25. More specifically, personal jurisdiction is proper as to Microsemi because, upon information and belief, Microsemi transacts business from this district, including infringing activities, and also targets customers within this district for its infringing products, such that the Court's exercise of personal jurisdiction would not offend traditional notions of fair play and substantial justice.
- 26. Microsemi SOC is subject to this Court's personal and general jurisdiction pursuant to due process and the Texas Long-Arm Statute, due at least to its substantial presence and business in this forum, including: a regular and established place of business at 2805 North Dallas Tollway, Plano, Texas; its commission of at least a portion of the infringing activities described here within the State of Texas and in particular within this judicial district; its regular and systematic conduct of business within this district and its derivation of substantial revenue from goods and services provided from and to this district and, more broadly, Texas as a whole.
- 27. More specifically, personal jurisdiction is proper as to Microsemi SOC because, upon information and belief, Microsemi SOC transacts business from this district, including infringing activities, and also targets customers within this district for its infringing products, such that the Court's exercise of personal jurisdiction would not offend traditional notions of fair play and substantial justice.

28. Arrow is subject to this Court's personal and general jurisdiction pursuant to due process and the Texas Long-Arm Statute, due at least to its substantial presence and business in this forum, including: regular and established places of business at 1820 Preston Park Blvd., Plano, Texas 75093, as well as other office locations in Texas; its commission of at least a portion of the infringing activities described here within the State of Texas and in particular within this judicial district; its regular and systematic conduct of business within this district and its derivation of substantial revenue from goods and services provided from and to this district and, more broadly, Texas as a whole.

BACKGROUND

- 29. This lawsuit asserts causes of action for infringement of United States Patent No. 6,938,177 (the '177 Patent). A true and correct copy of the '177 Patent is attached hereto as Exhibit A.
- 30. The technology described and claimed in the '177 Patent was invented by Kenneth Blemel.
- 31. The '177 Patent was properly assigned to Sentient Sensors, LLC; and Sentient Sensors LLC has all rights, title and interest in and to the '177 Patent and to any and all other future inventions that disclose and claim improvements over the subject matter disclosed, including the right to sue for and recover or otherwise collect damages in respect of past acts of infringement thereof.
- 32. The inventions described and claimed in the '177 Patent have been used to provide instrumentation for monitoring and control of systems and components of instruments, aircraft, ships, homes and machinery. A few examples include:
 - Monitoring signals on UH-60 helicopters
 - Instrumentation for prognostic health monitoring of aircraft propulsion systems

- Instrumentation interface to paired flight data recorders
- Instrumentation monitoring health signatures of aircraft propulsion systems
- Instrumentation for monitoring and control of diesel generator sets
- Instrumentation for monitoring health of ballistic missiles
- Instrumentation of hybrid micro-grids
- 33. The teachings of the '177 Patent enable the rapid prototyping and deployment of complex hardware and software platforms, providing enhanced flexibility for various real-world applications. As just one example, the '177 Patent describes and claims an instrument controller containing a microprocessor for controlling inputs and outputs, a separate field programmable gate array ("FPGA") that can be used as a freely re-configurable parallel processor, and a real-time quartz controlled clock for time-stamping of data before it is stored in non-volatile memory, all of which contribute to the creation of a development platform which allows for a wide range of hardware controller solutions.
- 34. At the time of the filing of the patent application that resulted in the '177 Patent, the technology provided for a novel and innovative in-field control and monitoring systems with time-stamped selectable collection and digitizing of multiple analog and digital data streams at variable bit depths. The technology enabled, inter alia, real-time concurrent processing of data to measure and control stresses on components and generating alerts for anomalous conditions. The use of FPGA-based instrumentation is now widespread in diverse applications including machinery control, field programmable automation of process lines, telecommunications, and diagnostic and prognostic health monitoring of equipment.
- 35. The research and development program that led to the innovations described and claimed in the '177 Patent was funded in part by the U.S. Air Force and conducted at Kirtland Air Force base in Albuquerque, New Mexico. These advancements were initially directed towards use in the Strategic Defense Initiative program initiated in the 1980s, colloquially known at the

time as "Star Wars." As a result of a collaborative research and development agreement

("CRADA") with the U.S. government, the Air Force enjoys a royalty-free license to practice the

inventions of the '177 Patent. Hardware purveyors such as Microsemi have also adapted the

inventions of the '177 Patent for their own commercial exploitation, but Microsemi has refused to

engage in licensing discussions to date.

36. On December 22, 2016, the General Patent Corporation (GPC) informed Mr. Paul

Pickle by letter that Microsemi was infringing the '177 Patent by importing, selling and offering

for sale its Actel SmartFusion2 SoCs.

37. Contained within the December 22, 2016, letter to Mr. Pickle, Microsemi was

informed that it was, for example, directly infringing at least Claim 1 of the '177 Patent through

the importing, selling and offering for sale of the Actel SmartFusion2 SoC.

38. Contained within the December 22, 2016, letter to Mr. Pickle Microsemi was

informed that it was, for example, inter alia, providing instructions for the use of its Actel

SmartFusion2 SoCs and thereby was inducing infringement of the '177 Patent by U.S. consumers

by their use of the Actel SmartFusion2 SoCs.

39. On information and belief, at least Microsemi's SmartFusion and SmartFusion2

system-on-a-chip products practice one or more claims of the '177 Patent without Microsemi

having taken a license despite having notice of the '177 Patent since at least December 2016.

COUNT I

Direct Infringement of the '177 Patent - 35 U.S.C. § 271(a)

(Against All Defendants)

40. SS incorporates by reference the allegations set forth in the preceding paragraphs.

8

- 41. On August 30, 2005, the '177 Patent, entitled "Multi-Chip Module Smart Controller," was duly and legally issued by the United States Patent and Trademark Office to Kenneth Blemel as the sole named inventor.
- 42. SS is the assignee and the owner of the '177 Patent, holding all rights, title and interest in and to the '177 Patent, and SS has the right to sue and recover damages for infringement thereof.
- 43. Microsemi is not licensed under the '177 Patent, yet Microsemi knowingly and actively practices the '177 Patent for its own profit and financial benefit.
- 44. On information and belief, Microsemi has directly infringed, and is now directly infringing, at least Claim 1 of the '177 Patent by making, using, importing, providing, supplying, distributing, selling, and offering to sell infringing products and systems, including but not limited to through its interactive website, www.microsemi.com, where it provides product samples and offers for sale and sells the accused products, and is thus liable to SS for Microsemi's infringement pursuant to 35 U.S.C. § 271. Microsemi's infringing products and systems include at least the SmartFusion and SmartFusion2 lines of system-on-a-chip (SoC) products. Microsemi is therefore liable for direct infringement of the '177 Patent pursuant to 35 U.S.C. § 271(a).
- 45. For example, Microsemi's SmartFusion product meets all limitations of at least Claim 1 of the '177 Patent.
- 46. As another example, Microsemi's SmartFusion2 product meets all limitations of at least Claim 1 of the '177 Patent.
- 47. Microsemi SOC is not licensed under the '177 Patent, yet Microsemi SOC knowingly and actively practices the '177 Patent for its own profit and financial benefit.

- 48. On information and belief, Microsemi SOC has directly infringed, and is now directly infringing, at least Claim 1 of the '177 Patent by making, using, importing, providing, supplying, distributing, selling, and offering to sell infringing products and systems, including but not limited to through its interactive website, www.microsemi.com, where it provides product samples and offers for sale and sells the accused products, and is thus liable to SS for Microsemi SOC's infringement pursuant to 35 U.S.C. § 271. Microsemi SOC's infringing products and systems include at least the SmartFusion and SmartFusion2 lines of system-on-a-chip (SoC) products. Microsemi SOC is therefore liable for direct infringement of the '177 Patent pursuant to 35 U.S.C. § 271(a).
- 49. For example, Microsemi SOC's SmartFusion product meets all limitations of at least Claim 1 of the '177 Patent.
- 50. As another example, Microsemi SOC's SmartFusion2 product meets all limitations of at least Claim 1 of the '177 Patent.
- 51. Arrow is not licensed under the '177 Patent, yet Arrow knowingly and actively practices the '177 Patent for its own profit and financial benefit.
- 52. On information and belief, Arrow has directly infringed, and is now directly infringing, at least Claim 1 of the '177 Patent by making, using, importing, providing, supplying, distributing, selling, and offering to sell infringing products and systems, including but not limited to through links provided from the interactive website www.microsemi.com, through which Arrow offers for sale and sells the accused products, and is thus liable to SS for Arrow's infringement pursuant to 35 U.S.C. § 271. Infringing products and systems sold, imported and offered for sale by Arrow include at least the SmartFusion and SmartFusion2 lines of system-on-a-chip (SoC)

products. Arrow is therefore liable for direct infringement of the '177 Patent pursuant to 35 U.S.C. \$ 271(a).

- 53. For example, the SmartFusion product sold, imported and offered for sale by Arrow meets all limitations of at least Claim 1 of the '177 Patent.
- 54. As another example, the SmartFusion2 product sold, imported and offered for sale by Arrow meets all limitations of at least Claim 1 of the '177 Patent.

COUNT II Inducement of Infringement – 35 U.S.C. § 271(b) (Against All Defendants)

- 55. SS incorporates by reference the allegations set forth in the preceding paragraphs.
- 56. On information and belief, Microsemi also has indirectly infringed and is currently indirectly infringing the '177 Patent under 35 U.S.C. § 271(b) by inducing others, including distributors such as Arrow and others, and its customers, to make, use, import, provide, supply, distribute, sell and offer to sell products and systems that it is aware infringe one or more claims of the '177 Patent in the United States generally, and in Texas and within this judicial district in particular.
- 57. More specifically, on information and belief, Microsemi had knowledge of the '177 Patent at least as early as December 22, 2016, when it received a notice letter from SS's predecessor-in-interest, and despite such knowledge continues to intend that its customers infringe this duly issued and presumptively valid patent by customizing their implementations of the SmartFusion and SmartFusion2 systems such that such implementations infringe the '177 Patent. Moreover, Microsemi offers module development kits with the SmartFusion and SmartFusion2 products that induce prospective customers to purchase and use those infringing products and methods.

- 58. On information and belief, Microsemi has intentionally induced infringement, or at least has been willfully blind to infringement of the '177 Patent, by its customers and distributors, including but not limited to Arrow.
- 59. By way of example, Microsemi provides use instructions and product literature to its customers and distributors that induce infringement of the '177 Patent.
- 60. By way of another example, Microsemi facilitates sales of the infringing products through its interactive website, www.microsemi.com.
- 61. On information and belief, Microsemi SOC also has indirectly infringed and is currently indirectly infringing the '177 Patent under 35 U.S.C. § 271(b) by inducing others, including its customers such as Arrow and others, to make, use, import, provide, supply, distribute, sell and offer to sell products and systems that it is aware infringe one or more claims of the '177 Patent in the United States generally, and in Texas and within this judicial district in particular.
- 62. More specifically, on information and belief, Microsemi SOC had knowledge of the '177 Patent at least as early as December 22, 2016, when its agent received a notice letter from SS's predecessor-in-interest, and despite such knowledge continues to intend that its distributors and customers infringe this duly issued and presumptively valid patent by customizing their implementations of the SmartFusion and SmartFusion2 systems such that such implementations infringe the '177 Patent. Moreover, Microsemi SOC offers module development kits with the SmartFusion and SmartFusion2 products that induce prospective customers to purchase and use those infringing products and methods.
- 63. On information and belief, Microsemi SOC has intentionally induced infringement, or at least has been willfully blind to infringement of the '177 Patent, by its customers and distributors, including but not limited to Arrow.

64. By way of example, Microsemi SOC provides use instructions and product literature to its customers and distributors that induce infringement of the '177 Patent.

65. By way of another example, Microsemi SOC facilitates sales of the infringing

products through its interactive website, www.microsemi.com.

66. On information and belief, Arrow also has indirectly infringed and is currently indirectly infringing the '177 Patent under 35 U.S.C. § 271(b) by inducing others, including its

customers, to make, use, import, provide, supply, distribute, sell and offer to sell products and

systems that it is aware infringe one or more claims of the '177 Patent in the United States

generally, including through links from the interactive website www.microsemi.com, in Texas and

within this judicial district in particular.

67. More specifically, at least as of the filing and service of this Complaint, Arrow has

knowledge of the '177 Patent, and despite such knowledge continues to intend that its customers

infringe this duly issued and presumptively valid patent by customizing their implementations of

the SmartFusion and SmartFusion2 systems such that such implementations infringe the '177

Patent.

68. On information and belief, at least as of the filing and service of this Complaint,

Arrow has intentionally induced infringement, or at least has been willfully blind to infringement

of the '177 Patent, by its customers.

By way of example, Arrow provides use instructions and product literature to its 69.

customers that induce infringement of the '177 Patent, including through its interactive website.

Contributory Infringement – 35 U.S.C. § 271(c) (Against All Defendants)

70. SS incorporates by reference the allegations set forth in the preceding paragraphs.

- 71. Upon information and belief, Microsemi also has indirectly infringed and is currently indirectly infringing the '177 Patent under 35 U.S.C. § 271(c) by contributing to the infringement of others, including its customers, by making, using, importing, providing, supplying, distributing, selling, and offering to sell at least the SmartFusion and SmartFusion2 products and systems that infringe one or more claims of the '177 Patent in the United States generally, and in Texas and in this judicial district in particular.
- 72. On information and belief, end users have used, and continue to use, the SmartFusion and SmartFusion2 products in an infringing manner. More specifically, Microsemi sells and offers to sell instrument controllers to its customers, including through its interactive website, www.microsemi.com, that are not staple articles of commerce and that have no substantial uses outside of those that infringe the '177 Patent.
- 73. The acts of infringement by Microsemi have caused and will continue to cause damage to SS in its capacity as assignee of the '177 Patent, and SS is entitled to recover damages from Microsemi in an amount no less than a reasonable royalty pursuant to 35 U.S.C. § 284. The full measure of damages sustained as a result of Microsemi's wrongful acts will be proven at trial.
- 74. The infringement of SS's exclusive rights under the '177 Patent by Microsemi has damaged SS, and unless enjoined will continue to damage SS, causing irreparable harm, for which there is no adequate remedy at law.
- 75. Upon information and belief, Microsemi has infringed and continues to infringe the '177 Patent despite having knowledge of the '177 Patent and its applicability to Microsemi's SmartFusion and SmartFusion2 products.
- 76. Upon information and belief, Microsemi's infringement of the '177 Patent has been, and continues to be, willful.

- 77. At least as early as December 22, 2016, Microsemi had knowledge of the '177 Patent, which is entitled to a statutory presumption of validity under 35 U.S.C. § 282. SS intends to seek discovery on the issue of willfulness and reserves the right to seek a willfulness finding and treble damages under 35 U.S.C. § 284, as well as its attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.
- 78. Upon information and belief, Microsemi SOC also has indirectly infringed and is currently indirectly infringing the '177 Patent under 35 U.S.C. § 271(c) by contributing to the infringement of others, including its customers, by making, using, importing, providing, supplying, distributing, selling, and offering to sell at least the SmartFusion and SmartFusion2 products and systems that infringe one or more claims of the '177 Patent in the United States generally, and in Texas and in this judicial district in particular.
- 79. On information and belief, end users have used, and continue to use, the SmartFusion and SmartFusion2 products in an infringing manner. More specifically, Microsemi SOC sells and offers to sell instrument controllers to its customers, including through its interactive website, www.microsemi.com, that are not staple articles of commerce and that have no substantial uses outside of those that infringe the '177 Patent.
- 80. The acts of infringement by Microsemi SOC have caused and will continue to cause damage to SS in its capacity as assignee of the '177 Patent, and SS is entitled to recover damages from Microsemi SOC in an amount no less than a reasonable royalty pursuant to 35 U.S.C. § 284. The full measure of damages sustained as a result of Microsemi SOC's wrongful acts will be proven at trial.

- 81. The infringement of SS's exclusive rights under the '177 Patent by Microsemi SOC has damaged SS, and unless enjoined will continue to damage SS, causing irreparable harm, for which there is no adequate remedy at law.
- 82. Upon information and belief, Microsemi SOC has infringed and continues to infringe the '177 Patent despite having knowledge of the '177 Patent and its applicability to Microsemi SOC's SmartFusion and SmartFusion2 products.
- 83. Upon information and belief, Microsemi SOC's infringement of the '177 Patent has been, and continues to be, willful.
- 84. At least as early as December 22, 2016, Microsemi SOC had knowledge of the '177 Patent, which is entitled to a statutory presumption of validity under 35 U.S.C. § 282. SS intends to seek discovery on the issue of willfulness and reserves the right to seek a willfulness finding and treble damages under 35 U.S.C. § 284, as well as its attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.
- 85. Upon information and belief, at least as of the filing and service of this Complaint, Arrow also has indirectly infringed and is currently indirectly infringing the '177 Patent under 35 U.S.C. § 271(c) by contributing to the infringement of others, including its customers, by making, using, importing, providing, supplying, distributing, selling, and offering to sell at least the SmartFusion and SmartFusion2 products and systems that infringe one or more claims of the '177 Patent in the United States generally, and in Texas and in this judicial district in particular.
- 86. On information and belief, end users have used, and continue to use, the SmartFusion and SmartFusion2 products in an infringing manner. More specifically, Arrow sells and offers to sell instrument controllers to its customers, including through links to its interactive

website from www.microsemi.com, that are not staple articles of commerce and that have no substantial uses outside of those that infringe the '177 Patent.

- 87. The acts of infringement by Arrow have caused and will continue to cause damage to SS in its capacity as assignee of the '177 Patent, and SS is entitled to recover damages from Arrow in an amount no less than a reasonable royalty pursuant to 35 U.S.C. § 284. The full measure of damages sustained as a result of Arrow's wrongful acts will be proven at trial.
- 88. The infringement of SS's exclusive rights under the '177 Patent by Arrow has damaged SS, and unless enjoined will continue to damage SS, causing irreparable harm, for which there is no adequate remedy at law.
- 89. Upon information and belief, at least as of the filing and service of this Complaint, Arrow has infringed and continues to infringe the '177 Patent despite having knowledge of the '177 Patent and its applicability to the SmartFusion and SmartFusion2 products.
- 90. SS intends to seek discovery on the issue of willfulness and reserves the right to seek a willfulness finding and treble damages against Arrow under 35 U.S.C. § 284, as well as its attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

JURY DEMAND

91. Pursuant to Fed. R. Civ. P. 38, Plaintiff SS demands a trial by jury of any and all issues properly triable to a jury.

PRAYER FOR RELIEF

Wherefore, SS prays for judgment and requests that the Court find in its favor and against Microsemi, Microsemi SOC, and Arrow, and that the Court grant SS the following relief:

a. Judgment that one or more claims of the '177 Patent have been or are infringed, either literally or under the doctrine of equivalents, by Microsemi, Microsemi SOC, Arrow, and

others whose infringement has been induced by Defendants and to whose infringement Defendants have contributed;

- b. Judgment that such infringement has been willful as to some or all Defendants;
- c. Judgment that the '177 Patent is not invalid and not unenforceable;
- d. Preliminary and permanent injunctive relief enjoining Microsemi, Microsemi SOC, and Arrow, as well as their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in concert therewith from infringing, inducing infringement of, or contributing to infringement of the '177 Patent;
- e. Judgment that Defendants account for and pay to SS all damages and costs incurred by SS as a result of Defendants' infringing activities under 35 U.S.C. § 284, such that SS is adequately compensated for Defendants' infringement of the '177 Patent, but in no event less than a reasonable royalty for the use made by Defendants of the inventions claimed in the '177 Patent, including supplemental damages for any continuing post-verdict infringement up until entry of final judgment, with an accounting, as needed, and enhanced damages as provided by 35 U.S.C. § 284;
- f. Pre-judgment and post-judgment interest on the damages caused by Defendants' infringing activities and other conduct complained of herein or otherwise;
- g. A declaration that this is an exceptional case and an award of SS's reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285 or as otherwise permitted by law;
 - h. All costs of suit; and
- i. Such other and further relief as the Court may deem just and proper under the circumstances.

Dated: June 20, 2018

By: /s/ William E. Davis, III
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Counsel for Plaintiff Sentient Sensors, LLC

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document is being filed electronically in compliance with Local Rule CV-5(a). As such, this document is being served on counsel for Defendant Microsemi Corporation, who are deemed to have consented to electronic service, on this June 20, 2018. Defendants Microsemi SOC Corporation and Arrow Electronics, Inc. will be served pursuant to Federal Rule of Civil Procedure 4, and proof of service will follow in due course.

/s/ William E. Davis, III William E. Davis, III