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AMPHENOL CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

AMPHENOL CORPORATION,

Plaintiff,

v.

LUXSHARE-ICT and LUXSHARE
PRECISION INDUSTRY CO. LTD.,

Defendants.

Case No.: 3:20-cv-06785 WHO

**FIRST AMENDED COMPLAINT FOR
PATENT INFRINGEMENT**

DEMAND FOR JURY TRIAL

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Amphenol Corporation (“Amphenol”) for its complaint against Defendants Luxshare-ICT, Inc. (“Luxshare-ICT”) and Luxshare Precision Industry Co. Ltd. (“Luxshare Precision”) (collectively, “Luxshare” or “Defendants”), hereby demands a jury trial and alleges as follows:

NATURE OF ACTION

1. This is an action for patent infringement of United States Patent No. 7,371,117 (the “117 Patent”), United States Patent No. 8,371,875 (the “875 Patent”), United States Patent No. 8,864,521 (the “521 Patent”), United States Patent No. 9,705,255 (the “255 Patent”), and United States Patent No. 10,381,767 (the “767 Patent”) (collectively, the “Patents-in-Suit”), arising under the patent laws of the United States of America, Title 35 of the United States Code, and seeking damages and other relief under 35 U.S.C. § 271, *et seq.*

INTRODUCTION

2. Amphenol is a technology leader in high speed, high density interconnect devices. Its interconnect products enable our modern economy, which is built on electronic communication, to run effectively. Even the most powerful server is useless without network connections that can reliably pass billions of bits of data in thousands of streams every second. Amphenol’s interconnect products enable those connections.

3. Since its founding in Chicago in 1932, Amphenol has grown to be one of the world’s largest designers and manufacturers of interconnect products. Amphenol products are used in virtually every end-market, including automotive, broadband communications, commercial aerospace, industrial, information technology and data communications, military, mobile devices, and mobile networks.

4. Amphenol’s AICC Group (“AICC”) sells interconnect products that are key components of electronic devices that form the foundation of modern communication, including servers, switches, routers, and base stations that provide broadband internet and 5G cellular communication. AICC’s growth into this market-leading position is the direct result of its annual investments of multiple millions of dollars in research and development to overcome the

1 engineering challenges of passing more electronic signals, of ever higher frequencies, through the
2 often tortuous path between these electronic devices and a network. It has cultivated engineering
3 centers in Nashua, NH and Valley Green, PA with state-of-the-art signal integrity laboratories and
4 computer modeling capabilities that enable Amphenol to continuously push the technological
5 limits of both speed and density of interconnects.

6 5. The results of this research are embodied by the Patents-in-Suit and demonstrated
7 by a long history of industry firsts and other accolades. For example, nearly 40 years ago,
8 AICC's TCS business unit ("Amphenol TCS") pioneered the industry's first modular high density
9 connector (HD+®). In the 1990s, Amphenol TCS launched the industry's first commercially
10 successfully connector optimized for high speed differential applications at speeds greater than
11 5.0 Gb/s (VHDM-HSD™). In the 2000s, Amphenol TCS announced a breakthrough in
12 interconnect performance with the introduction of its XCede® connector platform. The XCede®
13 connector platform is designed to support 20+ Gbps requirements. In recognition of its
14 commitment to innovation and technology advancements, Amphenol TCS has received numerous
15 industry awards and praise. For example, Amphenol's XCede® connector platform was awarded
16 Product of the Year by Electronic Products Magazine in 2007, and was named DesignVision
17 Award winner in the Interconnect and Component Technology category from the International
18 Engineering Consortium (IEC) for innovative products and services that support the work of
19 electronic design engineers in 2008.

20 6. Among AICC's products are high speed I/O ("HSIO") connectors. Amphenol's
21 patented innovations enhance the performance of HSIO connectors from AICC's HSIO business
22 unit. Many HSIO connectors have interfaces based on Small Form-factor Pluggable ("SFP")
23 standards, with variations to carry more signals in the same space, such as Quad Small Form-
24 Factor Pluggable ("QSFP") or Quad Small Form-Factor Pluggable Double Density ("QSFP-
25 DD"). Connectors according to the SFP standards may be implemented in a variety of
26 configurations (e.g., 1x1, 1x2, 2x1, 2x2, etc.).

27 7. While the outward interfaces for these connectors are standardized, the internal
28 design—which drives performance—is not. Amphenol has used its advanced technology to

1 support a range of operating speeds to support current and future demands. Amphenol's
2 Ultraport® product line includes connectors designed to pass data at up to 28 GBps/channel,
3 while connectors in its Expressport™ product line are designed for lower speeds and connectors
4 in its Extremerport™ product line are designed for higher frequencies.

5 8. Luxshare Precision, headquartered in Dongguan, China, was founded in 2004, and
6 is a relative newcomer to the HSIO connector market. Luxshare-ICT is headquartered in
7 Milpitas, CA and operates as Luxshare Precision's North American office. *See Ex. 6.* Rather
8 than expend the necessary resources in research and development, Luxshare has opted instead to
9 copy Amphenol's patented technology and designs. Luxshare now sells HSIO connectors that
10 infringe the Patents-in-Suit. Connector footprint drawings that serve as instructions to customers
11 on how to attach Luxshare's connectors to a printed circuit board are available to download on
12 Luxshare's website. *See Ex. 8.*¹ As illustrated in the comparison below, the Luxshare connector
13 footprint drawings reveal that Luxshare has so exactly copied Amphenol's designs that
14 Luxshare's connector footprint replicates Amphenol's connector footprint with a precision of a
15 fraction of a millimeter.

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28 ¹ Although the drawing is labeled as the "property of Luxshare," it was publicly available for
download by selecting the "drawing" button shown on page one of Exhibit 8.

9. Luxshare offers and sells HSIO connectors that infringe the Patents-in-Suit (the “Accused Products”). The Accused Products include, for example, Luxshare’s QSFP and QSFP-DD connectors. Two examples of Luxshare’s QSFP connectors are the Super QSFP connector and the Ultra QSFP connector, which are described in the product brochure excerpted below and attached as Exhibit 9 to this complaint.

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See Ex. 9.

10. Further, the Accused Products are available in several different configurations. See Ex. 9; *see also* Ex. 8. For example, the Accused Products may be configured with a single port (1x1), multiple ports in a single row (1xN), two stacked ports (2x1), or multiple stacked ports (2xN). Exhibit 10 contains photographs of an exemplary Accused Product having two stacked ports (2x1). The Accused Product may also be configured to accommodate different data speeds, such as, 28G, 56G, 100G, and 200G.² On information and belief, the Accused Products having any of the foregoing configurations infringe one or more claims of the Patents-in-Suit.

11. On information and belief, from January 28 through January 30, 2020, Luxshare hosted an exhibitor booth at the DesignCon trade show in Santa Clara, California, where Luxshare employees displayed, marketed, and offered the Accused Products for sale in California and elsewhere in the United States. Exhibit 11 is a copy of the DesignCon 2020 Floor Plan, which shows Luxshare occupied booth number 717. Further, the Floor Plan shows that Luxshare's booth was located near Amphenol's booth.

12. Luxshare and Amphenol are competitors. By infringing the technology claimed by the Patents-in-Suit and replicating Amphenol's footprint design for mounting connectors to a

² The 100G models are given the prefix "S" meaning "Super" (for example, "S-QSFP"). The 200G models are given the prefix "U" meaning "Ultra" (for example, "U-QSFP").

1 customer's printed circuit board, Luxshare has circumvented the need to invest in the expensive
2 research and development that would be required to develop its own high speed connector
3 technology.

4 13. On information and belief, Luxshare has attempted to misappropriate Amphenol's
5 existing customers by offering Luxshare's infringing copycat HSIO connectors.

6 **THE PARTIES**

7 14. Amphenol is a corporation duly organized and existing under the laws of the state
8 of Delaware, having its principal place of business located at 358 Hall Avenue, Wallingford,
9 Connecticut 06492.

10 15. On information and belief, Luxshare-ICT is a California corporation with its
11 principal place of business located at 890 Hillview Court, Suite 200, Milpitas, California 95035.
12 Luxshare-ICT is located within the Northern District of California and does business within this
13 District, including marketing, selling, and/or offering to sell high speed connectors in the United
14 States and in California that infringe the Patents-in-Suit. On information and belief, Luxshare-
15 ICT is a corporate subsidiary of Luxshare Precision.

16 16. On information and belief, Luxshare Precision is a corporation organized and
17 existing under the laws of China with its principal place of business located at No. 17 Kuiqing
18 Road, Qinghuang Industrial Zone, Qingxi Town, Dongguan City 523650, China. On information
19 and belief, Luxshare Precision is the corporate parent of Luxshare-ICT. On information and
20 belief, Luxshare Precision manufactures the Accused Products in China. Further, on information
21 and belief, Luxshare Precision exercises control over Luxshare-ICT and/or acts through
22 Luxshare-ICT to market, sell, and/or offer to sell the Accused Products in the United States. For
23 example, Luxshare Precision presents Luxshare-ICT as its North American Office. *See* Ex. 6.

24 **JURISDICTION AND VENUE**

25 17. This action for patent infringement arises under the Patent Laws of the United
26 States of America, 35 U.S.C. § 100 *et seq.* This Court has federal question subject matter
27 jurisdiction over the matters pleaded herein under 28 U.S.C. §§ 1331 and 1338(a).
28

1 18. This Court has personal jurisdiction over Luxshare-ICT because, *inter alia*,
2 Luxshare-ICT is a California corporation having its principal place of business located within this
3 district. Further, on information and belief, Luxshare-ICT regularly and continuously transacts
4 business within the State of California and this judicial district, including committing acts of
5 infringement by making, using, importing, offering to sell, and selling products for use by
6 California citizens that infringe the Patents-in-Suit. Further, on information and belief, Luxshare-
7 ICT attended DesignCon in Santa Clara, California from January 28-30, 2020 and marketed and
8 offered to sell products that infringe the Patents-in-Suit.

9 19. This Court has personal jurisdiction over Luxshare Precision because, on
10 information and belief, Luxshare Precision regularly and continuously transacts business within
11 the State of California and this judicial district either directly or through the actions of Luxshare-
12 ICT as its agent and/or alter-ego, including committing acts of infringement by making, using,
13 importing, offering to sell, and selling products for use by California citizens that infringe the
14 Patents-in-Suit.

15 20. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) and 1400(b)
16 because: Luxshare-ICT resides in this District, both defendants have committed acts of
17 infringement in this District, and both defendants maintain and/or are responsible for a regular
18 and established place of business in this District. For instance, Luxshare-ICT has its principal
19 place of business located at 890 Hillview Court, Suite 200, Milpitas, California 95035, and
20 Luxshare-ICT operates on Luxshare Precision's behalf.

21 21. With respect to Luxshare Precision, venue is also proper under 28 U.S.C. §§
22 1391(b) and (c), and 1400(b) because as a foreign corporation, it may be sued in any judicial
23 district that has personal jurisdiction over it, including this judicial district as set forth above.

24 **INTRADISTRICT ASSIGNMENT**

25 22. Pursuant to Civil L.R. 3-2(c), this action is an Intellectual Property Rights case and
26 should be assigned on a district-wide basis.

LUXSHARE'S INFRINGEMENT

A. Amphenol's Asserted Patents

23. On May 13, 2008, the United States Patent and Trademark Office duly and legally issued the '117 Patent, entitled "High Speed, High Density Electrical Connector." Amphenol owns all right, title, and interest in the '117 Patent, including all rights of recovery. A true and accurate copy of the '117 Patent is attached as Exhibit 1.

24. The '117 Patent is valid and enforceable.

25. Luxshare has actual knowledge of the '117 Patent at least as of the filing of this action.

26. On February 12, 2013, the United States Patent and Trademark Office duly and legally issued the '875 Patent, entitled "High Speed, High Density Electrical Connector." Amphenol owns all right, title, and interest in the '875 Patent, including all rights of recovery. A true and accurate copy of the '875 Patent is attached as Exhibit 2.

27. The '875 Patent is valid and enforceable.

28. Luxshare has actual knowledge of the '875 Patent at least as of the filing of this Amended Complaint.

29. On October 21, 2014, the United States Patent and Trademark Office duly and legally issued the '521 Patent, entitled "High Frequency Electrical Connector." Amphenol owns all right, title, and interest in the '521 Patent, including all rights of recovery. A true and accurate copy of the '521 Patent is attached as Exhibit 3.

30. The '521 Patent is valid and enforceable.

31. Luxshare has actual knowledge of the '521 Patent at least as of the filing of this Amended Complaint.

32. On July 11, 2017, the United States Patent and Trademark Office duly and legally issued the '255 Patent, entitled "High Frequency Electrical Connector." Amphenol owns all right, title, and interest in the '255 Patent, including all rights of recovery. A true and accurate copy of the '255 Patent is attached as Exhibit 4.

33. The '255 Patent is valid and enforceable.

1 34. Luxshare has actual knowledge of the '255 Patent at least as of the filing of this
2 Amended Complaint.

3 35. On August 13, 2019, the United States Patent and Trademark Office duly and
4 legally issued the '767 Patent, entitled "High Performance Cable Connector." Amphenol owns
5 all right, title, and interest in the '767 Patent, including all rights of recovery. A true and accurate
6 copy of the '767 Patent is attached as Exhibit 5.

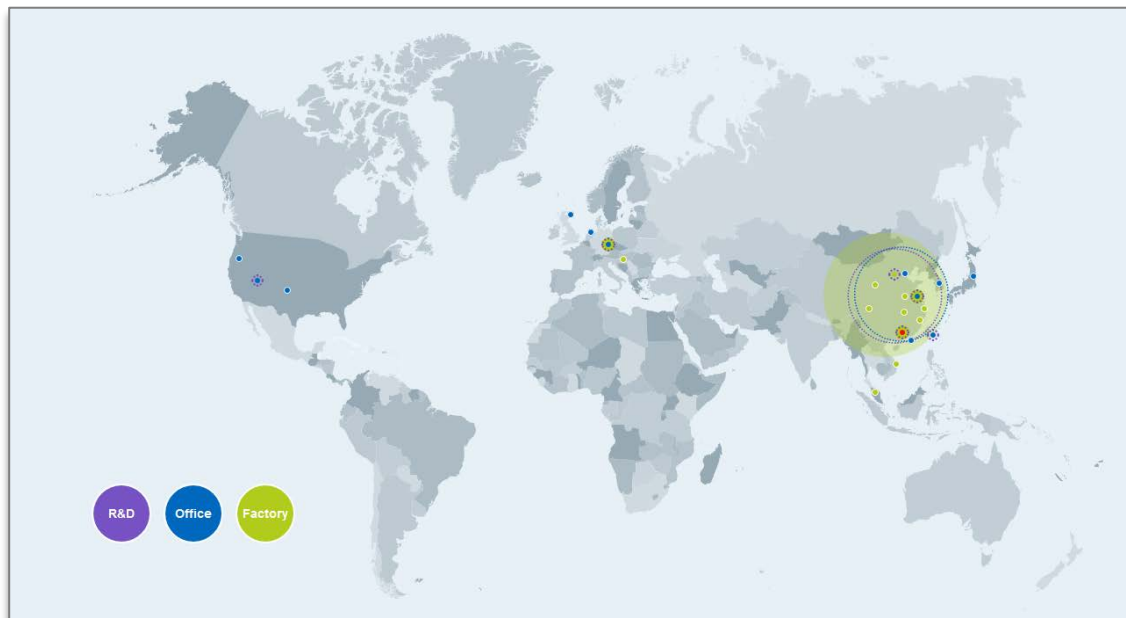
7 36. The '767 Patent is valid and enforceable.

8 37. On May 18, 2016, Luxshare executed a license with Amphenol regarding products
9 not at issue in this litigation. That agreement included an attachment that listed United States
10 patent application number 15/065,683, which is the patent application underlying the '767 patent.
11 Therefore, Luxshare had actual knowledge of the application underlying the '767 patent at least
12 as of May 18, 2016. Luxshare has known, should have known, or has had willful ignorance of
13 the '767 patent as of its issuance on August 13, 2019.

14 38. Further, Luxshare has actual knowledge of the '767 Patent at least as of the filing
15 of this action.

16 **B. Luxshare's Infringing Products**

17 39. Luxshare uses the Accused Products in the United States, sells the Accused
18 Products in the United States, offers the Accused Products for sale in the United States, and/or
19 imports the Accused Products into the United States. Exhibit 7 is a copy of a webpage from
20 Luxshare's website showing its United States and global presence.



See Ex. 7.

40. Further, on information and belief, Luxshare manufactures the Accused Products in China and supplies the Accused Products to third parties with knowledge that the Accused Products will be incorporated into servers, routers, switches, and other telecommunications hardware, which will be imported, sold, offered for sale, and/or used in California and elsewhere in the United States. *See* Ex. 8 (describing applications).

COUNT I

(Luxshare's Infringement of the '117 Patent)

41. Plaintiff hereby repeats and re-alleges the preceding paragraphs as if set forth specifically herein.

42. Luxshare has directly infringed one or more claims of the '117 Patent in violation of 35 U.S.C. § 271(a), by having made, used, offered for sale, sold, and/or imported in this District and elsewhere in the United States the Accused Products. Further, on information and belief, Luxshare continues to directly infringe one or more claims of the '117 Patent.

43. The '117 Patent relates to an electrical connector with electrically lossy materials bridging ground members. For example, claim 9 of the '117 Patent states:

1 9. An electrical connector comprising a plurality of regions, each region
2 having:

3 insulative material;

4 a plurality of signal conductors, each signal conductor having a contact tail
5 and a contact portion and an intermediate portion there between, and at least
6 a part of the intermediate portion of each of the plurality of signal conductors
7 secured in the insulative material;

8 a plurality of conductive elements not in contact with any one of the plurality
9 of signal conductors, each conductive element having an intermediate
10 portion; and

11 electrically lossy material extending between and in contact with the
12 intermediate portion of each of the plurality of conductive elements, wherein
13 the plurality of signal conductors are not electrically connected with the
14 electrically lossy material.

15 44. Luxshare has directly infringed and, on information and belief, continues to
16 directly infringe at least claim 9 of the '117 Patent either literally or under the doctrine of
17 equivalents. The Accused Products satisfy each and every limitation recited in claim 9 of the
18 '117 Patent.

19 45. On information and belief, Luxshare has actively and knowingly sold, and
20 continues to actively and knowingly sell, the Accused Products to third parties outside the United
21 States with the knowledge and intent that the Accused Products will be imported, sold, offered for
22 sale, and/or used in California and elsewhere in the United States. At least as of the date this suit
23 was filed, Luxshare does so with knowledge that the Accused Products infringe one or more
24 claims of the '117 Patent.

25 46. On information and belief, Luxshare has actively and knowingly induced, and
26 continues to actively and knowingly induce, infringement of at least claim 9 of the '117 Patent in
27 violation of 35 U.S.C. § 271(b).

28 47. Luxshare's acts of infringement are and have been without Amphenol's
 permission, consent, authorization, or license. Luxshare's acts of infringement have caused and
 continue to cause damage to Amphenol. Amphenol is entitled to recover from Luxshare the
 damages sustained by Amphenol as a result of Luxshare's wrongful acts, together with interest
 and costs as fixed by this Court under 35 U.S.C. § 284.

48. Luxshare's direct and induced infringement of the '117 Patent is and has been willful since infringement began. At minimum, Luxshare's infringement of the '117 Patent is willful as of the date this action was filed.

COUNT II

(Luxshare's Infringement of the '875 Patent)

49. Plaintiff hereby repeats and re-alleges the preceding paragraphs as if set forth specifically herein.

50. Luxshare has directly infringed one or more claims of the '875 Patent in violation of 35 U.S.C. § 271(a), by having made, used, offered for sale, sold, and/or imported in this District and elsewhere in the United States the Accused Products. Further, on information and belief, Luxshare continues to directly infringe one or more claims of the '875 Patent.

51. The '875 Patent relates to an electrical connector with electrically lossy materials bridging ground members. For example, claim 1 of the '875 Patent states:

1. An electrical connector comprising:

a first layer formed from an insulative material;

a plurality of signal conductors, each of the plurality of signal conductors having an intermediate portion disposed in the first layer;

a plurality of shield strips, each of the plurality of shield strips having an intermediate portion with at least an edge thereof disposed in the first layer adjacent at least one of the plurality of signal conductors; and

a second layer adjacent the first layer that is formed from an electrically lossy material, the second layer providing electrical bridging between the plurality of shield strips,

wherein the signal conductors are electrically isolated from the shield strips.

52. Luxshare has directly infringed and, on information and belief, continues to directly infringe at least claim 1 of the '875 Patent either literally or under the doctrine of equivalents. The Accused Products satisfy each and every limitation recited in claim 1 of the '875 Patent.

53. On information and belief, Luxshare has actively and knowingly sold, and continues to actively and knowingly sell, the Accused Products to third parties outside the United

1 States with the knowledge and intent that the Accused Products will be imported, sold, offered for
 2 sale, and/or used in California and elsewhere in the United States. At least as of the date this
 3 Amended Complaint is filed, Luxshare does so with knowledge that the Accused Products
 4 infringe one or more claims of the '875 Patent.

5 54. On information and belief, Luxshare has actively and knowingly induced, and
 6 continues to actively and knowingly induce, infringement of at least claim 1 of the '875 Patent in
 7 violation of 35 U.S.C. § 271(b).

8 55. Luxshare's acts of infringement are and have been without Amphenol's
 9 permission, consent, authorization, or license. Luxshare's acts of infringement have caused and
 10 continue to cause damage to Amphenol. Amphenol is entitled to recover from Luxshare the
 11 damages sustained by Amphenol as a result of Luxshare's wrongful acts, together with interest
 12 and costs as fixed by this Court under 35 U.S.C. § 284.

13 56. Luxshare's direct and induced infringement of the '875 Patent is and has been
 14 willful since infringement began. At minimum, Luxshare's infringement of the '875 Patent is
 15 willful as of the date this Amended Complaint is filed.

17 **COUNT III**

18 **(Luxshare's Infringement of the '521 Patent)**

19 57. Plaintiff hereby repeats and re-alleges the preceding paragraphs as if set forth
 20 specifically herein.

21 58. Luxshare has directly infringed one or more claims of the '521 Patent in violation
 22 of 35 U.S.C. § 271(a), by having made, used, offered for sale, sold, and/or imported in this
 23 District and elsewhere in the United States the Accused Products. Further, on information and
 24 belief, Luxshare continues to directly infringe one or more claims of the '521 Patent.

25 59. The '521 Patent relates to an electrical connector with selectively positioned lossy
 26 material. For example, claim 33 of the '521 Patent states:

27 33. An electrical connector comprising:

28 a plurality of subassemblies disposed in parallel, each subassembly
 comprising:

1 a plurality of conductive elements arranged in a column; and

2 an insulative member holding the plurality of conductive elements;

3 a plurality of inserts that are separately manufactured and assembled with
4 the plurality of subassemblies, each insert comprising a material that
5 attenuates electromagnetic radiation, each insert positioned between
6 adjacent subassemblies of the plurality of subassemblies, at least a portion
of the each insert being adjacent a respective column of conductive elements
in an adjacent subassembly

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8 60. Luxshare has directly infringed and, on information and belief, continues to
9 directly infringe at least claim 33 of the '521 Patent either literally or under the doctrine of
10 equivalents. The Accused Products satisfy each and every limitation recited in claim 33 of the
11 '521 Patent.

12 61. On information and belief, Luxshare has actively and knowingly sold, and
13 continues to actively and knowingly sell, the Accused Products to third parties outside the United
14 States with the knowledge and intent that the Accused Products will be imported, sold, offered for
15 sale, and/or used in California and elsewhere in the United States. At least as of the date this
16 Amended Complaint is filed, Luxshare does so with knowledge that the Accused Products
17 infringe one or more claims of the '521 Patent.

18 62. On information and belief, Luxshare has actively and knowingly induced, and
19 continues to actively and knowingly induce, infringement of at least claim 33 of the '521 Patent
20 in violation of 35 U.S.C. § 271(b).

21 63. Luxshare's acts of infringement are and have been without Amphenol's
22 permission, consent, authorization, or license. Luxshare's acts of infringement have caused and
23 continue to cause damage to Amphenol. Amphenol is entitled to recover from Luxshare the
24 damages sustained by Amphenol as a result of Luxshare's wrongful acts, together with interest
25 and costs as fixed by this Court under 35 U.S.C. § 284.
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64. Luxshare's direct and induced infringement of the '521 Patent is and has been willful since infringement began. At minimum, Luxshare's infringement of the '521 Patent is willful as of the date this Amended Complaint is filed.

COUNT IV

(Luxshare's Infringement of the '255 Patent)

65. Plaintiff hereby repeats and re-alleges the preceding paragraphs as if set forth specifically herein.

66. Luxshare has directly infringed one or more claims of the '255 Patent in violation of 35 U.S.C. § 271(a), by having made, used, offered for sale, sold, and/or imported in this District and elsewhere in the United States the Accused Products. Further, on information and belief, Luxshare continues to directly infringe one or more claims of the '255 Patent.

67. The '255 Patent relates to an electrical connector with selectively positioned lossy material. For example, claim 1 of the '255 Patent states:

An electrical connector comprising:

1. A component for use in an electrical connector, the component comprising:

an insulative housing;

a plurality of conductive elements, wherein:

each conductive element of the plurality of conductive elements comprises a contact tail, a mating contact portion, and an intermediate portion extending between the contact tail and the mating contact portion;

the intermediate portions of the plurality of conductive elements extend through the insulative housing;

the plurality of conductive elements comprise a first conductive element and a second conductive element adjacent the first conductive element; and

the mating contact portions of the first and second conductive elements are aligned edge to edge; and

a lossy insert that is separately manufactured and assembled with the insulative housing, wherein the lossy insert is disposed adjacent a transition region between the intermediate portion of the first conductive element and the mating contact portion of the first conductive element.

1 68. Luxshare has directly infringed and, on information and belief, continues to
2 directly infringe at least claim 1 of the '255 Patent either literally or under the doctrine of
3 equivalents. The Accused Products satisfy each and every limitation recited in claim 1 of the
4 '255 Patent.

5 69. On information and belief, Luxshare has actively and knowingly sold, and
6 continues to actively and knowingly sell, the Accused Products to third parties outside the United
7 States with the knowledge and intent that the Accused Products will be imported, sold, offered for
8 sale, and/or used in California and elsewhere in the United States. At least as of the date this
9 Amended Complaint is filed, Luxshare does so with knowledge that the Accused Products
10 infringe one or more claims of the '255 Patent.

11 70. On information and belief, Luxshare has actively and knowingly induced, and
12 continues to actively and knowingly induce, infringement of at least claim 1 of the '255 Patent in
13 violation of 35 U.S.C. § 271(b).

14 71. Luxshare's acts of infringement are and have been without Amphenol's
15 permission, consent, authorization, or license. Luxshare's acts of infringement have caused and
16 continue to cause damage to Amphenol. Amphenol is entitled to recover from Luxshare the
17 damages sustained by Amphenol as a result of Luxshare's wrongful acts, together with interest
18 and costs as fixed by this Court under 35 U.S.C. § 284.

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20 72. Luxshare's direct and induced infringement of the '255 Patent is and has been
21 willful since infringement began. At minimum, Luxshare's infringement of the '255 Patent is
22 willful as of the date this Amended Complaint is filed.

23 **COUNT V**

24 **(Luxshare's Infringement of the '767 Patent)**

25 73. Plaintiff hereby repeats and re-alleges the preceding paragraphs as if set forth
26 specifically herein.

27 74. The '767 Patent relates to an electrical connector having lead assemblies and
28 conductive members embedded within a housing. For example, claim 1 of the '767 Patent states:

1. A receptacle adapted for mounting to a printed circuit board, comprising:
a housing having a cavity bounded by a first surface that is parallel to the printed circuit board and an opposing second surface that is parallel to the printed circuit board, each of the first and second surfaces being disposed above a first side of the printed circuit board;

a first lead assembly including:

a first monolithic housing member; and

a first plurality of conductive elements each comprising a contact tail adapted for attachment to the printed circuit board that is perpendicular to the first side of the printed circuit board, a mating contact portion disposed along the first surface of the cavity, and an intermediate portion disposed in the first monolithic housing member and coupling the contact tail to the mating contact portion,

wherein the first monolithic housing member comprises exterior projections extending away from the first plurality of conductive elements along a direction parallel to the first surface; and

a second lead assembly including:

a second monolithic housing member; and

a second plurality of conductive elements each comprising a contact tail adapted for attachment to the printed circuit board that is perpendicular to the first side of the printed circuit board, a mating contact portion disposed along the second surface of the cavity, and an intermediate portion disposed in the second monolithic housing member coupling the contact tail to the mating contact portion,

wherein the second monolithic housing member comprises exterior projections extending away from the second plurality of conductive elements along the direction parallel to the first surface.

75. Luxshare has directly infringed one or more claims of the '767 Patent in violation of 35 U.S.C. § 271(a), by having made, used, offered for sale, sold, and/or imported in this District and elsewhere in the United States the Accused Products. Further, on information and belief, Luxshare continues to directly infringe one or more claims of the '767 Patent.

76. Luxshare has directly infringed and, on information and belief, continues to directly infringe at least claim 1 of the '767 Patent either literally or under the doctrine of equivalents. The Accused Products satisfy each and every limitation recited in claim 1 of the '767 Patent.

77. On information and belief, Luxshare has actively and knowingly sold, and continues to actively and knowingly sell, the Accused Products to third parties outside the United States with the knowledge and intent that the Accused Products will be imported, sold, offered for sale, and/or used in California and elsewhere in the United States. On information and belief, at least as of the date the '767 patent issued (August 13, 2019), Luxshare has done so with knowledge that the Accused Products infringe one or more claims of the '767 Patent. Further, at least as of the date this complaint is filed, Luxshare is doing so with knowledge that the Accused Products infringe one or more claims of the '767 Patent.

78. On information and belief, since August 13, 2019, Luxshare has actively and knowingly induced, and continues to actively and knowingly induce, infringement of at least claim 1 of the '767 Patent in violation of 35 U.S.C. § 271(b).

79. Further, at least since the filing of this suit, Luxshare has actively and knowingly induced infringement of at least claim 1 of the '767 Patent in violation of 35 U.S.C. § 271(b).

80. Luxshare's acts of infringement are and have been without Amphenol's permission, consent, authorization, or license. Luxshare's acts of infringement have caused and continue to cause damage to Amphenol. Amphenol is entitled to recover from Luxshare the damages sustained by Amphenol as a result of Luxshare's wrongful acts, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

81. Luxshare's direct and induced infringement of the '767 Patent is and has been willful since August 13, 2019. At minimum, Luxshare's infringement of the '767 Patent is willful as of the date this action was filed.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

- A. That Defendants have infringed one or more claims of each of the Patents-in-Suit;
- B. That Defendants' infringement was willful;
- C. That Defendants and their respective officers, agents, servants, employees, dealers, retailers, distributors, manufacturers, attorneys, and all others in active concert and/or participation with them be permanently enjoined from infringing the

Patents-in-Suit through the use, importation, offer for sale, and/or sale of
infringing products and/or any of the other acts prohibited by 35 U.S.C. § 271;

D. Damages in an amount to be proven at trial;

E. That Amphenol's damages award be increased by up to three times the amount of
damages assessed pursuant to 35 U.S.C. § 284;

F. That this case be found exceptional under 35 U.S.C. § 285 and Amphenol be
awarded its attorneys' fees;

G. That Amphenol be granted pre-judgment and post-judgment interest on the
damages caused by Luxshare's infringing activities and other conduct complained
of herein; and

H. That Amphenol be awarded such other and further relief as the Court may deem
just and proper under the circumstances.

DATED: December 17, 2020

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DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Amphenol hereby requests a jury trial on all issues triable by a jury.

DATED: December 17, 2020

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

By: /s/ Melinda M. Morton

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