

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

<p>FUTURE LINK SYSTEMS, LLC,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>BROADCOM INC.; BROADCOM CORP.,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No. 6:21-cv-00264-ADA</p> <p>JURY TRIAL DEMANDED</p>
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**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT
AGAINST BROADCOM INC., AND BROADCOM CORP.**

This is an action for patent infringement arising under the Patent Laws of the United States of America, 35 U.S.C. § 1 *et seq.*, in which Plaintiff Future Link Systems, LLC (“Plaintiff” or “Future Link”) makes the following allegations against Defendants Broadcom Inc. and Broadcom Corp. (collectively, “Defendants” or “Broadcom”):

INTRODUCTION

1. This complaint arises from Broadcom’s unlawful infringement of the following United States patents owned by Plaintiff, which relates to integrated circuit device design and architecture, United States Patent No. 6,317,804 (the “804 Patent”), and the field of passing of information involving the merging of multiple packet streams, United States Patent No. 7,917,680 (the “680 Patent”) (collectively, the “Asserted Patents”).

PARTIES

2. Plaintiff Future Link Systems, LLC is a Delaware limited liability company organized and existing under the law of the State of Delaware, with its principal place of business

at 3945 Freedom Circle, Suite 900, Santa Clara, California 95054. Future Link is the sole owner by assignment of all right, title, and interest in each Asserted Patent.

3. Broadcom Inc. is a company organized under the laws of the state of Delaware, with its principal place of business at 1320 Ridder Park Drive, San Jose, California 95131. Broadcom may be served with process through its registered agent, Corporation Service Company located at 251 Little Falls Drive, Wilmington, Delaware, 19808.

4. Broadcom Corporation is a company organized and existing under the laws of California, with its principal place of business at 1320 Ridder Park Drive, San Jose, California 95131. Broadcom Corporation may be served with process through its registered agent, Corporation Service Company which will do business in California as CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833.

5. Broadcom Corporation is an indirect, wholly owned subsidiary of Broadcom Inc. Broadcom Corporation describes itself as “a global leader and innovator in semiconductor solutions for wired and wireless communications,” such as SoCs and embedded software solutions.¹ Broadcom Corporation’s products “deliver voice, video, data, and multimedia connectivity in the home, office, and mobile environments.”²

JURISDICTION AND VENUE

6. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

¹ See <https://docs.broadcom.com/doc/1211168571391>.

² See *id.*

7. This Court has personal jurisdiction over Broadcom in this action because Broadcom has committed acts within this District giving rise to this action and has established minimum contacts with this forum such that the exercise of jurisdiction over Broadcom would not offend traditional notions of fair play and substantial justice. Broadcom, directly and through subsidiaries or intermediaries, has committed and continues to commit acts of infringement in this District by, among other things, importing, offering to sell, and selling products that infringe the Asserted Patents.

8. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b). Broadcom Corporation is registered to do business in Texas. Additionally, upon information and belief, Defendants have transacted business in this District and have committed acts of direct and indirect infringement in this District by, among other things, making, using, offering to sell, selling, and importing products that infringe the Asserted Patents. Defendants have regular and established places of business in this District, including at least at 2901 Via Fortuna Dr., Austin, Texas 78746.

Austin, Texas (Via Fortuna Drive)

2901 Via Fortuna Drive
Austin, Texas
78746
United States

[Get Directions](#)

Plano, Texas

CA Technologies
5465 Legacy Dr, Suite 700
Plano, Texas
75024
United States

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Plano, Texas

5465 Legacy Drive
Plano, Texas
75024
United States

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<https://www.broadcom.com/company/contact/locations>.

9. The location at Via Fortuna Drive in this District is a place of business of both Broadcom Corp. and Broadcom Inc. On information and belief, when the original Complaint in this action was filed Broadcom Inc. controlled the Via Fortuna Drive location and employed

engineers and other workers there. These facts are supported by, among other things, Broadcom Inc.'s current job listings offering employment at the Via Fortuna Drive location. For example:

Memory Circuit Design Engineer

USA-TX-Austin-Via Fortuna Drive-Suite 400

Apply

Please Note:

1. If you are a first time user, please create your candidate login account before you apply for a job. (Click Sign In > Create Account)
2. If you already have a Candidate Account, please Sign-In before you apply.

Job Description:

We are looking for energetic and passionate memory design engineers to join our Central Engineering Group and be part of an elite memory team responsible for the development of memory compilers and custom macros of all types on the bleeding edge of process technology. Typically requires a minimum of 12+ years of relevant experience and a Bachelor in Electrical Engineering.

Job Responsibilities

- Analyze different memory architectures and highlight the

Posted 7 Days Ago

Full time

R011759

About Us

 BROADCOM

Broadcom Inc. is a global infrastructure technology leader built on 50 years of innovation, collaboration and engineering excellence.

With roots based in the rich technical heritage of AT&T/Bell Labs, Lucent and Hewlett-Packard/Agilent, Broadcom focuses on technologies that connect our world. Through the com-

Exhibit 5, https://broadcom.wd1.myworkdayjobs.com/en-US/External_Career/job/USA-TX-Austin-Via-Fortuna-Drive-Suite-400/Memory-Circuit-Design-Engineer_R011759, accessed on June 9, 2021 (highlighting added).

FUTURE LINK'S LICENSING ATTEMPTS AND BROADCOM'S PRE-SUIT

KNOWLEDGE OF ITS INFRINGEMENT

10. During the course of discussions beginning in April 2013 and continuing to at least November 2018, Broadcom was placed on various forms of notice with respect to the Asserted Patents.

11. On April 17, 2013, Future Link sent a notice letter to Broadcom asserting the infringement of certain Future Link patents.

12. For example, at a September 17, 2015 meeting with Broadcom, Broadcom was provided with terms for a proposed patent license agreement, which implicated patents owned by Future Link, including the Asserted Patents. In the materials for that meeting, Future Link identified the '804 Patent as its second-most-cited patent, with 154 forward references, placing Broadcom on notice of the '804 Patent and Broadcom's infringement. On July 13, 2016, in another meeting with Broadcom, Broadcom was provided with revised terms for a proposed patent license agreement, which again implicated patents owned by Future Link, including the Asserted Patents.

13. Furthermore, Broadcom was aware of the litigation that Intel had filed in 2014 against Future Link, which implicated both of the Asserted Patents. *See Intel Corp. v. Future Link Sys. LLC*, Case No. 1:14-cv-00377-LPS (D. Del.). On April 5, 2016, at Broadcom's request, Future Link provided a copy of the Joint Claims Construction Chart filed in the litigation between Future Link and Intel. And on August 4, 2016, Future Link sent Broadcom a copy of Judge Stark's Claim Construction Order, containing constructions of both the '680 and '804 Patents. On information and belief, Broadcom reviewed these documents and became aware of both the '680 and '804 Patents as well as Broadcom's infringement of each patent.

14. On October 12, 2018, Future Link sent Broadcom another notice letter accusing Broadcom of infringing certain of Future Link's patents, including U.S. Patent No. 7,917,680. This letter specifically identified that the '680 Patent was infringed by Broadcom's BCM58800 processors, by "All Broadcom integrated circuit products containing, using, and/or supporting multiple ARM AMBA AXI4 Bus" and by "All other Broadcom products containing, using, and/or supporting an integrated circuit using ARM AMBA 4, ARM AXI4 and/or Thin AXI Link

Interface.” Due to this notice, Broadcom was aware of its infringement of the ’680 Patent by the Accused Products.

15. On November 5, 2018, Future Link advised Broadcom that Broadcom demonstrated a lack of engagement in furthering licensing discussions after five years of discussions. Future Link also advised Broadcom that Broadcom has made the decision to willfully infringe the Future Link’s patents.

16. Despite these efforts, Broadcom refused to discuss appropriate terms for a license to Plaintiff’s patents. Thus, Plaintiff was left with no recourse but to file this lawsuit to protect its valuable assets.

17. Broadcom’s awareness of the ’804 Patent and of Broadcom’s infringement is also shown by Broadcom’s citations of the Accused Patents during prosecution of Broadcom’s own patents. For example, Broadcom disclosed the ’804 Patent during prosecution of Broadcom’s U.S. Patent Applications Nos. 10/681,244, 10/694,945, and 11/117,470, and its U.S. Patent No. 8,699,514, indicating that it was already aware of the ’804 Patent at the time of those disclosures. Furthermore, on March 21, 2008, application 11/117,470 was rejected as anticipated and rendered obvious by the ’804 Patent, and on July 16, 2008, Broadcom submitted a response containing a detailed discussion of the ’804 Patent.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 6,317,804

18. Plaintiff realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

19. Plaintiff owns by assignment all rights, title, and interest in U.S. Patent No. 6,317,804, entitled “Concurrent Serial Interconnect for Integrating Functional Blocks in an

Integrated Circuit Device.” The ’804 Patent was duly and legally issued by the United States Patent and Trademark Office on November 13, 2001. A true and correct copy of the ’804 Patent is attached as Exhibit 1.

20. On information and belief, Broadcom makes, uses, offers for sale, sells, and/or imports certain products and services, including without limitation products supporting ARM AMBA (Advanced Microcontroller Bus Architecture) AHB (Advanced High-performance Bus), for example the BCM2387 (“Accused Products”), that directly infringe, literally and/or under the doctrine of equivalents, at least Claim 1 of the ’804 Patent.

21. Broadcom also knowingly and intentionally induces infringement of at least Claim 1 of the ’804 Patent in violation of 35 U.S.C. § 271(b). Through at least the interactions as detailed in Plaintiff’s Factual Allegations, Broadcom has had knowledge of the ’804 Patent and the infringing nature of the Accused Products. Despite this knowledge of the ’804 Patent, Broadcom continues to actively encourage and instruct its customers and end users (for example, through user manuals, data sheets, and online instruction materials provided to its customers and end users) to use the Accused Products in ways that directly infringe the ’804 Patent. For example, a customer or end user operating the Accused Products in their default configuration, using an operating system implemented according to Broadcom’s documentation, will directly practice the patent claims. Broadcom does so knowing and intending that its customers and end users will commit these infringing acts. Broadcom also continues to make, use, offer for sale, sell, and/or import the Accused Products, despite its knowledge of the ’804 Patent, thereby specifically intending for and inducing its customers to infringe the ’804 Patent through the customers’ normal and customary use of the Accused Products.

22. Broadcom has also infringed, and continues to infringe, at least Claim 1 of the '804 Patent by selling, offering for sale, or importing into the United States, the Accused Products, knowing that the Accused Products constitute a material part of the inventions claimed in the '804 Patent, are especially made or adapted to infringe the '804 Patent, and are not staple articles or commodities of commerce suitable for non-infringing use. Broadcom has been, and currently is, contributorily infringing the '804 Patent in violation of 35 U.S.C. §§ 271(c) and (f).

23. The Accused Products satisfy all claim limitations of one or more claims of the '804 Patent. A claim chart comparing exemplary independent claim 1 of the '804 Patent to representative Accused Products is attached as Exhibit 2 and incorporated herein by reference. This claim chart also identifies the specific components of the Accused Products that infringe and shows how those components are material and specifically adapted for infringement.

24. By making, using, offering for sale, selling and/or importing into the United States the Accused Products, Broadcom has injured Plaintiff and is liable for infringement of the '804 Patent pursuant to 35 U.S.C. § 271.

25. As a result of Broadcom's infringement of the '804 Patent, Plaintiff is entitled to monetary damages in an amount adequate to compensate for Broadcom's infringement, but in no event less than a reasonable royalty for the use made of the invention by Broadcom, together with interest and costs as fixed by the Court.

26. Broadcom also had knowledge of or has been willfully blind to its infringement of the '804 Patent such that based on that knowledge or willful blindness, it has willfully infringed the '804 Patent.

27. Broadcom also had actual or constructive knowledge of Plaintiff's rights in the '804 Patent due to, for example, the notice Broadcom had, as detailed in the Factual Allegations.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 7,917,680

28. Plaintiff realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

29. Plaintiff owns by assignment all rights, title, and interest in U.S. Patent No. 7,917,680, entitled “Performance Based Packet Ordering in a PCI Express Bus.” The ’680 Patent was duly and legally issued by the United States Patent and Trademark Office on March 29, 2011. A true and correct copy of the ’680 Patent is attached as Exhibit 3.

30. On information and belief, Broadcom makes, uses, offers for sale, sells, and/or imports certain products and services, including without limitation products supporting ARM AMBA AXI4 or newer, for example the BCM2387 (“Accused Products”), that directly infringe, literally and/or under the doctrine of equivalents, at least Claim 1 of the ’680 Patent.

31. Broadcom also knowingly and intentionally induces infringement of at least Claim 1 of the ’680 Patent in violation of 35 U.S.C. § 271(b). Through at least the filing and service of this Complaint and the interactions as detailed in Plaintiff’s Factual Allegations, Broadcom has had knowledge of the ’680 Patent and the infringing nature of the Accused Products. Despite this knowledge of the ’680 Patent, Broadcom continues to actively encourage and instruct its customers and end users (for example, through user manuals, data sheets, and online instruction materials provided to its customers and end users) to use the Accused Products in ways that directly infringe the ’680 Patent. For example, a customer or end user operating the Accused Products in their default configuration, using an operating system implemented according to Broadcom’s documentation, will directly practice the patent claims. Broadcom does so knowing and intending that its customers and end users will commit these infringing acts. Broadcom also continues to

make, use, offer for sale, sell, and/or import the Accused Products, despite its knowledge of the '680 Patent, thereby specifically intending for and inducing its customers to infringe the '680 Patent through the customers' normal and customary use of the Accused Products.

32. Broadcom has also infringed, and continues to infringe, at least Claim 1 of the '680 Patent by selling, offering for sale, or importing into the United States, the Accused Products, knowing that the Accused Products constitute a material part of the inventions claimed in the '680 Patent, are especially made or adapted to infringe the '680 Patent, and are not staple articles or commodities of commerce suitable for non-infringing use. Broadcom has been, and currently is, contributorily infringing the '680 Patent in violation of 35 U.S.C. §§ 271(c) and (f).

33. The Accused Products satisfy all claim limitations of one or more claims of the '680 Patent. A claim chart comparing exemplary independent claim 1 of the '680 Patent to representative Accused Products is attached as Exhibit 4 and incorporated herein by reference. This claim chart also identifies the specific components of the Accused Products that infringe and shows how those components are material and specifically adapted for infringement.

34. By making, using, offering for sale, selling and/or importing into the United States the Accused Products, Broadcom has injured Plaintiff and is liable for infringement of the '680 Patent pursuant to 35 U.S.C. § 271.

35. As a result of Broadcom's infringement of the '680 Patent, Plaintiff is entitled to monetary damages in an amount adequate to compensate for Broadcom's infringement, but in no event less than a reasonable royalty for the use made of the invention by Broadcom, together with interest and costs as fixed by the Court.

36. Broadcom also had knowledge of or has been willfully blind to its infringement of the '680 Patent such that based on that knowledge or willful blindness, it has willfully infringed the '680 Patent.

37. Broadcom also had actual or constructive knowledge of Plaintiff's rights in the '680 Patent due to, for example, the notice Broadcom had, as detailed in the Factual Allegations.

38. Broadcom's infringing activities have injured and will continue to injure Plaintiff, unless and until this Court enters an injunction prohibiting further infringement of the '680 Patent, and, specifically, enjoining further manufacture, use, sale, importation, and/or offers for sale that come within the scope of the patent claims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter:

- a. A judgment in favor of Plaintiff that Broadcom has infringed, either literally and/or under the doctrine of equivalents, the '804 and '680 Patents;
- b. A permanent injunction prohibiting Broadcom from further acts of infringement of the '680 Patent;
- c. A judgment and order requiring Broadcom to pay Plaintiff its damages, costs, expenses, and pre-judgment and post-judgment interest for Broadcom's infringement of the '804 and '680 Patents; and
- d. A judgment and order requiring Broadcom to provide an accounting and to pay supplemental damages to Plaintiff, including without limitation, pre-judgment and post-judgment interest;
- e. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff its reasonable attorneys' fees against Broadcom; and

f. An award of enhanced damages to Plaintiff as a result of Broadcom's willful infringement; and

g. Any and all other relief as the Court may deem appropriate and just under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Dated: June 15, 2021

Respectfully submitted,

/s/ Reza Mirzaie
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