

Teague I. Donahey (ISB #9963)
Christopher C. McCurdy (ISB #8552)
HOLLAND & HART LLP
800 W. Main Street, Suite 1750
Boise, Idaho 83702-7714
Telephone: 208.342.5000
tidonahey@hollandhart.com
ccmcurdy@hollandhart.com

Ryan B. McCrum (Admitted *Pro Hac Vice*)
JONES DAY
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: 216.586.3939
rbmccrum@jonesday.com

Attorneys for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO**

MICRON TECHNOLOGY, INC., and
MICRON SEMICONDUCTOR
PRODUCTS, INC.,

Plaintiffs,

vs.

POLARIS POWERLED TECHNOLOGIES,
LLC,

Defendant.

Case No. 1:25-cv-00073-BLW

**AMENDED COMPLAINT FOR
DECLARATORY JUDGMENT**

REDACTED

DEMAND FOR JURY TRIAL

Plaintiffs Micron Technology, Inc. and Micron Semiconductor Products, Inc. (collectively “Micron” or “Plaintiffs”) seek a declaration that Micron does not infringe United States Patent Nos. 9,799,405 (“the ’405 patent”), 8,656,071 (“the ’071 patent”), 9,781,863 (“the ’863 patent”), and 8,181,042 (“the ’042 patent”) (collectively the “patents-in-suit”). Micron also seeks a declaration that Defendant Polaris PowerLED Technologies, LLC’s (“Polaris” or “Defendant”) assertion and demand for licensing payments related to United States Patent Nos. 8,554,968 (“the ’968 patent”), 8,601,346 (“the ’346 patent”), 8,588,228 (“the ’228 patent”), 9,183,085

(“the ’085 patent”), 9,021,337 (“the ’337 patent”), 9,830,245 (“the ’245 patent”), 9,305,661 (“the ’661 patent”), 9,418,804 (“the ’804 patent”) and the ’405 patent (collectively the “asserted patents”) against Micron are a violation of Idaho’s Bad Faith Assertions of Patent Infringement Act (Idaho Code, Title 48, Chapter 17). The patents-in-suit and the asserted patents are collectively referred to herein as “the alleged Polaris patents.” Micron also seeks a declaration that it is at least a co-owner of at least some of the alleged Polaris patents, including for example the ’968, ’346, ’228, and ’071 patents. Micron hereby alleges:

INTRODUCTION

1. Micron is headquartered in Boise, Idaho and is a leading member of Idaho’s corporate community. With more than 6,000 employees in Idaho alone, Micron is one of Idaho’s largest private employers. Micron is a world leader in innovative memory and storage solutions that transform how the world uses information. For over 40 years, Micron has been and continues to be instrumental to the world’s most significant technology advancements, delivering optimal memory and storage systems for a broad range of applications. Micron devotes more than \$2.5 billion annually to research and development and, in a tangible measure of Micron’s innovations and contributions, Micron is proud to have one of the world’s largest patent portfolios, having obtained over 58,000 patents. Micron is also proud of its continued investments in Idaho. Micron recently announced plans to invest approximately \$15 billion through the end of the decade to construct a new plant for leading-edge memory manufacturing in Boise. Estimates predict that this project will create over 17,000 new jobs.

2. Micron’s success has come with a price—fending off baseless assertions of patent infringement. Indeed, the patent landscape has been marred over the past few decades by a new type of business model where investors purchase low-value patents and then use them as weapons to extract unmerited settlement payments and licensing fees from companies like Micron. Such entities—often referred to as “non-practicing entities,” “patent assertion entities,” or, more derogatively, “patent trolls”—do not make products or perform services. They view companies like Micron as having deep pockets, and they know that the costs and risks of fighting meritless

patent litigation make an untenable situation for their targets. Either those target companies can spend millions of dollars fighting to defeat meritless claims (and risk judgments entered by juries who are often unfamiliar with the complex technologies that are at issue), or they can pay settlements that are usually carefully calculated to be less than the cost of fighting. The worst of these non-practicing entities will not drop their suits even in the face of evidence that their patents are invalid or not infringed. These entities demand that Micron pay license fees and, if Micron refuses, they attempt to coerce compliance by forcing Micron to spend millions of dollars engaging in complex and protracted patent litigation.

3. Micron is currently facing such threats from Polaris, a non-practicing patent assertion entity whose entire business model consists of sending out cease-and-desist letters to technology companies across the United States and seeking to extract license payments. Polaris sent baseless infringement allegations and demands to Micron seemingly without having done even a minimal amount of investigation or due diligence. For example, Polaris has asserted:

- (a) patents where certain of the claimed inventions were actually co-developed with Micron and, thus, are co-owned by Micron and/or licensed to Micron;
- (b) patents that Polaris cannot even legally assert, either because it is not the actual owner of the patent, or because it does not own the necessary terminal disclaimer patents;
- (c) patents against accused products which publicly and easily available information reveals were discontinued nearly a decade ago and, therefore, not subject to any claim of patent infringement because the last sale of the product is outside the 6-year damages window and/or occurred before issuance of an asserted patent (*e.g.*, the M600 SSD);
- (d) patents where Polaris alleges infringement based on components they know are supplied by licensed third parties (*e.g.*, Microchip); and
- (e) patents without performing any good-faith infringement analysis.

4. Had Polaris performed any reasonable diligence, it would have quickly uncovered each of the foregoing facts that render the infringement allegations baseless.

5. **Micron co-owns and/or is licensed to alleged Polaris patents.** On July 2, 2009, Micron and Integrated Device Technology, Inc. (“IDT”)—the original assignee of all but one asserted patent—entered into a Product Development and License Agreement (“the 2009 Development Agreement”). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] On information and belief, several of the alleged inventions disclosed in the alleged Polaris patents were co-developed by Micron and IDT and, thus, are co-owned by and/or licensed to Micron. Polaris is—or should be—well aware of the collaboration between IDT and Micron since IDT and Micron publicly announced the results of their collaboration through various press releases. Moreover, Polaris presumably did some due diligence before acquiring the asserted patents. Unfortunately, none of this stopped Polaris from sending multiple letters to Micron alleging infringement of patents that emerged from this joint collaboration.

6. **Polaris asserted a patent it does not own.** Polaris also asserted infringement of a patent that it does not own and with respect to which it lacks legal standing to assert. For example, Polaris asserted that Micron infringes U.S. Patent No. 9,418,804 (“the ’804 patent”), entitled “Switching Device.” But the ’804 patent issued to Eaton Electrical IP GmbH & Co. KG and is currently assigned to Eaton Intelligent Power Limited. No publicly available document in the United States Patent and Trademark Office (“USPTO”) assignment records exists that would suggest that Polaris is an owner of this patent or that it has any right to assert infringement. Polaris could have quickly confirmed that it did not own the ’804 patent before including it in its cease-and-desist letters to Micron. Moreover, even a cursory review of the ’804 patent shows that it

describes and claims a device that would not be found in the SSD cards Polaris accuses of infringement.

7. **Polaris asserted a patent it cannot enforce.** Polaris also asserts that Micron infringes the '245 patent, which is the subject of a terminal disclaimer that was required to overcome a non-statutory double patenting rejection over the claims of U.S. Patent No. 9,645,870 (“the '870 patent”). The terminal disclaimer expressly states that “any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the reference application are commonly owned.” Upon information and belief, Polaris did not obtain title to the '870 patent when it acquired the '245 patent. According to the USPTO assignment records, Polaris does not own the '870 patent and the '245 patent is thus unenforceable. Polaris cannot enforce the '245 patent against Micron, a fact it should have clearly known had it conducted reasonable due diligence before sending multiple cease-and-desist letters to Micron.

8. **Polaris accused discontinued products of infringement for which no relief is available.** Had Polaris performed any due diligence before lodging its baseless infringement allegations, it would have also learned that it is accusing Micron products of infringement for which no relief is available. For example, a basic Google search for the accused “M600 SSD” product reveals that Micron discontinued that product in 2016, and the last shipment date was February 1, 2017. *See e.g.*, (<https://www.allelcoelec.com/datasheets.5e/MTFDDAV128MBF-1AN12ABYY.pdf?srsltid=AfmBOoqtocCY2vBfhz5kulyPFqFILE49hkv9M1WLMexAgFrjmCPyqK3b>.) However, 35 U.S.C. § 286 provides that “except as otherwise provided by law, no recovery shall be had for any infringement committed more than six years prior to the filing of the complaint or counterclaim for infringement in the action.” Here, the last sale of the M600 SSD product occurred over eight years ago. Moreover, at least one alleged Polaris patent (*e.g.*, the '405 patent) did not even issue until after the M600 SSD product was last sold, such that it cannot be infringed by the M600 SSD product—a product cannot infringe a patent if it was never sold during the life of the patent.

9. **Polaris accused products that it knows are licensed.** Had Polaris performed a good-faith investigation into its claims, it would have also learned that the accused functionality resides in components (*i.e.*, controllers) that are supplied to Micron by third parties, and that at least one of those third parties (Microchip Technology, Inc.) appears to have a license to the asserted patents. Indeed, every one of the asserted patents assigned to Polaris was previously owned at least in part by either Microchip or its predecessor (Microsemi Corporation) and was transferred to Polaris. Publicly available documents show that Microchip's predecessor (Microsemi Corporation) entered into patent license agreements with and obtained a non-exclusive license to the asserted patents, in which case the Microchip controllers used in Micron's accused products are also licensed as a matter of fundamental patent law.

10. **Polaris asserted patents without conducting a good faith infringement analysis.** In addition to the foregoing facts, which alone establish that Polaris asserted its alleged patents against Micron in bad faith, Polaris has not even attempted to substantiate its bare infringement allegations. Its cease-and-desist letters do not even attempt to read the asserted patents on Micron's products, for example by providing claim charts that provide a detailed comparison of the patent claims to the products—the standard method of alleging infringement. Rather, Polaris summarily asserted infringement against Micron products without providing any substantive analysis whatsoever. The carelessness and lack of any attention to detail in the Polaris cease-and-desist letters further reflect Polaris's bad faith. For example, in some of the correspondence, the introductory paragraph lists one set of patents, and the follow-on paragraphs discuss a different set of patents that only identify the patents using their last three numbers, thus making it impossible to know to what patents Polaris refers. And while all letters were directed to Micron entities and refer to Micron products, the patents and accused products identified in that correspondence varied from one letter to the next. Had Polaris performed proper due diligence, a proper infringement analysis, and given this matter proper care and attention to detail, it would have been forced to acknowledge that Micron does not infringe.

11. **Polaris’s recent conduct further confirms that Polaris’s infringement allegations were made in bad-faith.** Despite sending three separate letters that: (1) accused Micron of infringing nine patents; (2) demanded that Micron cease and desist from infringing those patents; and (3) proposed that Micron take a license, Polaris’s immediate response to this lawsuit was to grant Micron a covenant not to sue. The fact that Polaris would make such serious accusations and then immediately try to abandon them right after Micron brought this lawsuit is telling. Polaris is not afraid to litigate, as evidenced by the fact it has been involved in more than 15 different litigations relating to its patent portfolio. If Polaris’s infringement allegations had merit, Polaris—a litigious patent assertion entity—would not have attempted to abandon them so quickly. Making matters worse, when counsel for Micron called Polaris’s “manager” to propose a potential resolution of this matter, Polaris’s manager repeatedly shouted obscenities at Micron’s counsel and ultimately ended the call by hanging up on Micron’s counsel. Such unprofessional conduct further reflects Polaris’s bad faith. Finally, Polaris was once again so careless that it failed to even include all asserted patents in its covenant. For example, the covenant granted by Polaris does not even include the ’405 patent such that a case and controversy still exists for that asserted patent.

12. Idaho’s Bad Faith Assertions of Patent Infringement Act (Idaho Code, tit. 48, ch. 17) was specifically enacted to disincentivize the very conduct in which Polaris engages here. It recognizes that “abusive patent litigation, and especially the assertion of bad faith infringement claims, can harm Idaho companies” and “harm[] Idaho’s economy.”

13. For the foregoing reasons and those set forth below, Micron does not infringe any of the alleged Polaris patents, at least some of the alleged Polaris patents are unenforceable against Micron, at least some of the alleged Polaris patents are co-owned by Micron, and Polaris should be held liable for its bad faith assertion of the asserted patents.

THE PARTIES

14. Plaintiff Micron Technology, Inc. is a Delaware corporation with its principal place of business at 8000 S Federal Way, Boise, Idaho 83716.

15. Plaintiff Micron Semiconductor Products, Inc. is an Idaho corporation with its principal place of business at 8000 S Federal Way, Boise, Idaho 83716.

16. Upon information and belief, Defendant Polaris is a California limited liability company having its address at 5150 East Pacific Coast Highway, Suite 200, Long Beach, California 90804.

JURISDICTION AND VENUE

17. Micron repeats and realleges Paragraphs 1 through 16 of this complaint.

18. This action arises under the Patent laws of the United States, Title 35 of the United States Code, and under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. This action also arises under Idaho Bad Faith Assertion of Patent Infringement Statute, Idaho Code § 48-1701, *et seq.*

19. The Court has subject matter jurisdiction over the claims alleged in this action pursuant to 28 U.S.C. §§ 1331, 1338(a), and 2201-2202 because this action involves claims arising under the patent laws of the United States, 35 U.S.C. § 1, *et seq.*, and under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. The Court has supplemental jurisdiction over Micron's state law claim(s), which form part of the same case or controversy as the federal question claims, pursuant to 28 U.S.C. § 1367(a).

20. Jurisdiction is also proper because Polaris and Micron are citizens of different states, and the value of the controversy exceeds \$75,000.

21. The case and controversy between the parties stem from Polaris's multiple cease-and-desist letters accusing Micron of infringing the asserted patents and demanding that Micron stop making, using, importing, selling and offering for sale the accused products. Micron then filed this declaratory judgment action in this Court over the asserted patents in the letters.

22. Polaris, in response, granted Micron a covenant not to sue as to all asserted patents except the '405 patent. Polaris adamantly refused to grant a covenant not to sue over the patents-in-suit, which are related patents by virtue of being part of the same family and/or covering the same or similar technology as the asserted patents. Because Polaris is a litigious assertion entity,

sent cease and desist letters regarding the asserted patents which are related and/or in the same field of technology as the patents-in-suit, has an apparent obligation to enforce the patents-in-suit against Micron in Idaho, and has refused to grant Micron a covenant not to sue over the patents-in-suit, there is a live case and controversy between the parties with respect to the patents-in-suit. Upon information and belief, if this action were to be dismissed, Polaris would promptly file a suit against Micron asserting the patents-in-suit which are related to the original asserted patents by family and/or technology. Polaris's actions have created a real, immediate, and justiciable dispute between Micron and Polaris as to whether Micron's accused products would infringe the patents-in-suit.

23. Polaris has subjected itself to jurisdiction in this Court because Polaris has purposefully and repeatedly directed its activities at residents of Idaho, including sending its demand letters to Micron, asserting infringement of the asserted patents, and requesting licensing discussions.

24. Moreover, Polaris has subjected itself to jurisdiction in this Court because on information and belief, Polaris has entered into agreements, including license agreements, with parties that are transacting significant business in Idaho, and pursuant to those agreements, Polaris has an obligation to enforce the alleged Polaris patents, including in Idaho.

25. Polaris has further subjected itself to personal jurisdiction in this Court because on information and belief, Polaris has entered into agreements, including license agreements, with additional parties that are transacting significant business in Idaho, including Samsung Electronics Co., Ltd. and LG Electronics, Inc.

26. Personal jurisdiction over Polaris is also proper in this District under Idaho Code § 48-1704 because Polaris sent a demand letter to an Idaho person and transacted business in the State of Idaho. *See* Idaho Code § 48-1704 (“Any person outside of this state sending a demand letter to an Idaho person shall be deemed to be transacting business within this state within the meaning of section 5-514(a), Idaho Code, and shall thereby be subject to the jurisdiction of the

courts of this state.”) Micron is an “Idaho Person” as defined in Idaho Code § 48-602 and is a “Target” under Idaho Code §§ 48-1702(3)(a)-(b).

27. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b), 1391(c) and 1400(b) as a substantial part of the events giving rise to the claims alleged in the Complaint occurred in this District, and Polaris is subject to the Court’s personal jurisdiction with respect to this civil action.

FACTUAL BACKGROUND

28. Micron repeats and realleges Paragraphs 1 through 27 of this complaint.

Polaris’s Patent Assertion Business Model

29. Polaris is a patent assertion entity that was formed in July 2017. On information and belief, Polaris does not make, use or sell any products of its own. Instead, Polaris asserts its patents against companies that do provide products and/or services to try to extract settlement payments and licensing fees from those companies. In fact, as described above, Polaris’s agreements with Microsemi (which was purchased by Microchip) obligate Polaris to monetize and enforce its patents. And that is exactly what Polaris is trying to do. Polaris has engaged in massive litigation campaigns asserting many different patents, including patents it does not own, patents that are co-owned or licensed by the target, and patents it cannot assert.

30. On information and belief, Polaris has filed more than fifteen cases against various companies, including several cases in the Eastern District and Western District of Texas, where Polaris has no apparent ties. Many of these cases resulted in settlements that occurred in the early phases of the case:

Case	Case Status
Polaris v. Samsung (EDTX 2024)	Terminated – joint stipulation to dismiss filed
Polaris v. Western Digital, Avnet, Newegg (C.D. Cal 2024)	Active – pleadings phase

Polaris v Western Digital (WDTX 2024)	Voluntarily dismissed / settled – before Answer was filed
Polaris v. Vizio et al. (C.D. Cal 2023)	Active
Polaris v. Samsung (EDTX 2022)	Terminated – stipulation to dismiss filed 1/29/25 after settlement
Polaris v. Nintendo (WDWA 2022)	Terminated – stayed pending IPR, then settled/voluntarily dismissed
Polaris v. Dell (WDTX 2022)	Active
Polaris v. Vizio (CAFC 2020)	Terminated – affirmed summarily
Polaris v. Hisense (C.D. Cal 2020)	Terminated – stayed pending IPR then dismissed
Polaris v. LG (C.D. Cal 2020)	Terminated – stayed pending IPR, then dismissed
Polaris v. TCL (C.D. Cal 2020)	Terminated – stayed pending IPR, then dismissed
Polaris v. Wistron (C.D. Cal 2019)	Terminated – dismissed after answer
Polaris v. Hon Hai (C.D. Cal 2019)	Terminated – dismissed after answer
Polaris v. AmTRAN (C.D. Cal 2019)	Terminated – dismissed after answer
Polaris v. Top Victory Electronics (C.D. Cal 2019)	Terminated – dismissed after answer
Polaris v. Samsung (EDTX 2019)	Terminated – dismissed before answer
Polaris v. Vizio (C.D. Cal 2018)	Terminated – Vizio non-infringement MSJ granted,
Polaris v. Samsung (EDTX 2017)	Terminated – voluntarily dismissed after claim construction, just before trial

Polaris's Bad-Faith Letters to Micron

31. Micron is one of Polaris's latest enforcement targets. On January 17, 2025, Polaris sent Micron two separate letters claiming to own the asserted patents. Both letters were sent to Michael Ray, Chief Legal Officer, at Micron's headquarters in Boise, Idaho. Polaris's letters stated that Micron and its affiliates "infringe these patents." Polaris demanded that Micron "cease from making, using, importing, selling and offering for sale products that are infringing and using Polaris's patent technologies." In the first letter, Polaris accused the Micron P310 SSD, T700 SSD, P5 SSD, and P5 Plus SSD products, "as well as other similar products and devices," of infringing at least one claim of at least one of the asserted patents. In the second letter, Polaris accused the Micron 9400 Pro SSD, 3500 SSD, and M600 SSD products, "as well as other similar products and devices," of infringing at least one claim of at least one of the asserted patents. True and correct copies of the January 17, 2025, letters are attached as Exhibits A and B, respectively.

32. On January 20, 2025, Polaris sent yet another letter—this time to the President of Micron Consumer Products Group, LLC—accusing Micron of infringing the asserted patents and pointing to the same products identified in the January 17, 2025, letters. A true and correct copy of the January 20, 2025, letter is attached as Exhibit C.

33. Polaris's letters provided only cursory details and did not provide, for example, claim charts showing where Polaris alleges each element of the claim is found in Micron's products. Nor did Polaris point to any publicly available information that it reviewed to form its infringement allegations, such as technical manuals. Polaris also failed to assert/acknowledge that it had performed any teardowns or testing of Micron's products. Polaris did not even clearly identify the asserted patents—in the introductory paragraph of the letters, one set of patents was listed, and then in the next paragraphs a different set of patents was listed, but only by their last three numbers. Thus, it was not even clear from Polaris's multiple letters which patents were being asserted.

34. For each asserted patent, Polaris broadly accused "your company's SSD and other products" along with a few exemplary products. Polaris also accused "other similar products and

devices,” without providing any detail as to all the specific products that allegedly infringe. One of the main products accused has been discontinued for over eight years.

35. Polaris’s letters also offered to license the asserted patents multiple times, noting at both the start and end of the letter that Polaris is “willing to discuss and grant you a license if that would be of interest” and that Polaris would “be glad to discuss” “potentially taking a license.”

36. As the foregoing and following Paragraphs demonstrate, Polaris’s letters to Micron demonstrate that Polaris did not perform a reasonable, good-faith investigation into its infringement allegations against Micron.

Polaris’s Bad-Faith Assertion of the ’804 Patent

37. At least one of the patents that Polaris asserted in its cease-and-desist letters is not owned by Polaris. Specifically, Polaris asserted that it was the owner of the ’804 patent,” entitled “Switching Device.” The ’804 patent issued to Eaton Electrical IP GmbH & Co. KG and is currently assigned to Eaton Intelligent Power Limited. Publicly available USPTO assignment records contain no document to suggest that Polaris is an owner of this patent or that it has any right to assert infringement. Polaris could have quickly confirmed that it did not own the ’804 patent before including it in its cease-and-desist letters to Micron.

38. Polaris’s ’804 infringement allegations—or lack thereof—reflect Polaris’s bad faith in sending Micron the various cease-and-desist letters. The letters state that “[w]ith respect to the ’804 patent, your company’s SSD and other products, including the M600 SSD and its switching device for direct current operation, as well as other similar products and devices, infringe the claims of this patent.” But even a cursory review of the ’804 patent shows that it describes and claims a device that would not be found in any of the SSD cards accused by Polaris. That is not surprising given that the ’804 patent is not owned by Polaris, but rather a different company (Eaton) that is not in the business of developing the same technology as Micron. This reflects Polaris’s bad faith in accusing Micron of infringing its patents.

Polaris's Bad-Faith Assertion of the '245 Patent

39. The '245 patent that Polaris asserted in its cease-and-desist letters is subject to a terminal disclaimer. The terminal disclaimer was required to overcome a rejection of the patent application leading to the '245 patent on the ground of non-statutory double patenting over claims of co-pending application SN 13/929,617, which eventually issued as U.S. Patent No. 9,645,870 ("the '870 patent"). The terminal disclaimer expressly states that "any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the reference application are commonly owned."

40. Upon information and belief, Polaris did not obtain title to the '870 patent when it acquired the '245 patent. And according to the USPTO assignment records, Polaris does not now own the '870 patent, which thereby renders unenforceable the '245 patent. Polaris apparently did not investigate whether it can actually enforce the '245 patent against Micron before sending Micron multiple letters accusing Micron of infringing the '245 patent. This is further evidence of Polaris's bad faith in accusing Micron of infringing its patents.

Polaris's Bad-Faith Assertion of the '968, '346, and '228 Patents and Micron's Ownership Interest in that Family of Patents

41. Three of the asserted patents—the '968, '346, and '228 patents—were originally assigned to IDT. A fourth—the '071 patent—was also originally assigned to IDT. Before IDT filed the applications leading to those four patents, Micron and IDT "entered an alliance to develop ... Solid-State Drive technologies for the server, storage and embedded markets." June 13, 2011 IDT Press Release, <https://www.businesswire.com/news/home/20110613005353/en/IDT-Collaborates-Micron-Technology-Deliver-Industry%E2%80%99s-Flash>; see also July 27, 2009 Micron Press Release, <https://investors.micron.com/node/21216/pdf> ("IDT and Micron will co-develop enterprise flash controllers with a PCIe host interface optimized for Micron's flash devices and future generation RealSSD™ solid-state drives.").

42. That alliance began on July 2, 2009, when Micron and IDT entered into a Product Development and License Agreement ("the 2009 Development Agreement"). A true and correct copy of the 2009 Development Agreement is attached as Exhibit D.

43. [REDACTED]

44. [REDACTED]

45. [REDACTED]

46. IDT and Micron publicly announced the results of their collaboration, with IDT acknowledging that it co-developed, with Micron, the first single-chip enterprise-class flash controller with native PCIe for exclusive use in Micron’s PCIe solid-state storage system. *See* IDT Collaborates With Micron Technology to Deliver Industry’s First Flash Controller With Native PCI Express® for Enterprise Solid-State Drives, <https://www.businesswire.com/news/home/20110613005353/en/IDT-Collaborates-Micron-Technology-Deliver-Industry%E2%80%99s-Flash>.

47. On information and belief, the ’071, ’968, ’346, and ’228 patents all arose out of the 2009 Development Agreement between Micron and IDT. Indeed, each of the ’071 patent, ’968

patent, '346 patent, and '228 patents claims priority to U.S. Provisional Application No. 61/374,242 (“the '242 provisional”), which was filed in August 2010, not long after the collaboration between IDT and Micron began. That date is important because it falls between the signing of the 2009 Development Agreement, and the announcement of the flash controller that was co-developed by Micron and IDT.

48. On information and belief, the '242 provisional describes the same PCIe Non-volatile Memory Controller that was co-developed under the 2009 Development Agreement. For example, the '242 provisional includes several technical specifications for prototype products, including a nonvolatile memory host controller interface (NVMHCI) and a PCI Express (PCIe) NAND Flash controller. The '242 provisional and included documents also discuss various compatible and integrated Micron products. For example, the Flash controller specification mentions support for “Micron 34nm SLC Flash.” Thus, on information and belief, the subject matter of the '242 Provisional was therefore co-developed by Micron and IDT [REDACTED]

49. The '071, '968, '364, and '228 patents each depend from the '242 provisional and incorporate the '242 provisional by reference in its entirety. Thus, on information and belief, each of the '071, '968, '364, and '228 patents claim subject matter that was the subject of the 2009 Development Agreement and was contributed to by a Micron employee or agent.

50. As a result, the '071, '968, '364, and '071 patents [REDACTED] and, thus, each is now owned by and/or licensed to Micron.

51. To the extent Polaris was not aware of the collaboration between Micron and IDT, it should have been, as any reasonable investigation would have uncovered it. The collaboration between Micron and IDT was widely publicized. Polaris’s decision to ignore or failure to uncover this collaboration is further evidence of its bad-faith conduct in accusing Micron of infringement

Polaris’s Covenant not to Sue Further Reflects Polaris’s Bad-Faith Conduct

52. After Micron filed its original complaint, Polaris sent a letter on February 21, 2025 that attached a covenant that grants Micron an unqualified and irrevocable covenant not to sue on “Polaris SSD-Related Patents” which is attached as Exhibit E.

53. In its February 21, 2025 letter, Polaris asked Micron to confirm that it is “promptly taking steps to dismiss the Micron declaratory judgment lawsuit.” *Id.* Micron informed Polaris that it is unwilling to do so for several reasons.

54. *First*, the covenant failed to include the ’405 patent, which is one of the patents Polaris asserted against Micron. Thus, a ripe case and controversy still exists with respect to the ’405 patent. *Second*, even though the covenant states that Polaris will not assert infringement claims against Micron with respect to “the Polaris SSD-Related Patents,” the covenant does not expressly identify all “Polaris SSD-Related Patents” allegedly owned by Polaris. Micron requested a broader covenant that would cover all such patents—including patents added to this amended complaint—but Polaris refused to provide such a covenant. A case and controversy exists with respect to those additional Polaris patents that are the subject of this amended complaint. *Third*, no covenant is going to moot Micron’s claims for bad faith assertions of patent infringement and ownership in at least some of the alleged Polaris patents.

COUNT ONE

(Declaratory Judgment of Noninfringement of the ’405 Patent)

55. Micron repeats and realleges Paragraphs 1 through 54 of this Complaint.

56. The ’405 patent, entitled “Nonvolatile Memory System With Read Circuit for Performing Reads Using Threshold Voltage Shift Read Instruction,” issued on October 24, 2017. The ’405 patent on its face identifies Rino Micheloni, Alessia Marelli, and Stephen Bates as the inventors. Polaris asserts that it owns the ’405 patent. A true and correct copy of the ’405 patent is attached as Exhibit F.

57. Micron and its affiliates have not infringed and do not infringe the ’405 patent either directly, contributorily, or by inducement, literally or under the doctrine of equivalents, through

their making, use, importation into the United States, sale, and/or offer for sale of the accused products.

58. For example, the accused products do not infringe claim 1 of the '405 patent at least because they do not include the steps of “reducing latency,” “storing at least one table indicating threshold voltage shift read instructions, threshold voltage offset values and corresponding index values for a nonvolatile memory device,” “when the first usage characteristic is determined to be greater than or equal to the usage characteristic threshold, performing all subsequent reads of the nonvolatile memory device,” “indexing the at least one table using an index that corresponds to a second usage characteristic of the nonvolatile memory device to identify the corresponding threshold voltage shift read instruction and the corresponding threshold voltage offset value,” and/or “sending the identified threshold voltage shift read instruction and the identified threshold voltage offset value to the nonvolatile memory device,” as required by the asserted claim(s) of the '405 patent. Accordingly, for at least these reasons, the accused products do not infringe the '405 patent either literally or under the doctrine of equivalents.

59. Micron also does not induce infringement of the '405 patent, or otherwise indirectly infringe the '405 patent, for at least the reasons stated above with respect to no underlying direct infringement, and also because Micron has not acted with specific intent necessary for induced infringement.

60. Micron also does not contributorily infringe the '405 patent, for at least the reasons stated above with respect to no underlying direct infringement, and also because Micron has not acted with specific intent necessary for contributory infringement.

61. As set forth above, there exists an actual controversy between Micron and Polaris with respect to alleged infringement of the '405 patent of sufficient immediacy and reality to warrant the issuance of a declaratory judgment as to whether Micron infringes the '405 patent. Accordingly, Micron desires a judicial determination and declaration of the respective rights and duties of the parties with respect to the '405 patent.

62. Micron is entitled to a judicial determination that Micron does not directly infringe, induce others to infringe, or contribute to the infringement of the '405 patent.

COUNT TWO

(Declaratory Judgment of Noninfringement of the '071 Patent)

63. Micron repeats and realleges Paragraphs 1 through 62 of this Complaint.

64. The '071 patent, entitled "System and Method for Routing a Data Message Through a Message Network," issued on February 18, 2014. The '071 patent on its face identifies Peter Z. Onufryk and Ganesh T. Seshan as the inventors. Polaris asserts that it owns the '071 patent. A true and correct copy of the '071 patent is attached as Exhibit G.

65. Micron and its affiliates have not infringed and do not infringe the '071 patent either directly, contributorily, or by inducement, literally or under the doctrine of equivalents, through their making, use, importation into the United States, sale, and/or offer for sale of the accused products.

66. For example, the accused products do not infringe claim 1 of the '071 patent at least because they do not contain "source node configured to generate a message buffer pointer packet including a message buffer pointer identifying a message buffer of the plurality of message buffers, the message buffer comprising a plurality of storage locations" and "a destination node ... configured to enqueue the message buffer pointer into the message buffer pointer input queue of the destination node to indicate the data message is stored in the message buffer identified by the message buffer pointer" as required by the claim of the '071 patent. Accordingly, for at least these reasons, the accused products do not infringe the '071 patent either literally or under the doctrine of equivalents.

67. Micron also does not induce infringement of the '071 patent, or otherwise indirectly infringe the '071 patent, for at least the reasons stated above with respect to no underlying direct infringement, and also because Micron has not acted with specific intent necessary for induced infringement.

68. Micron also does not contributorily infringe the '071 patent, for at least the reasons stated above with respect to no underlying direct infringement, and also because Micron has not acted with specific intent necessary for contributory infringement.

69. As set forth above, there exists an actual controversy between Micron and Polaris with respect to the '071 patent of sufficient immediacy and reality to warrant the issuance of a declaratory judgment as to whether Micron infringes the '071 patent. Accordingly, Micron desires a judicial determination and declaration of the respective rights and duties of the parties with respect to the '071 patent.

70. Micron is entitled to a judicial determination that Micron does not directly infringe, induce others to infringe, or contribute to the infringement of the '071 patent.

COUNT THREE

(Declaratory Judgment of Noninfringement of the '863 Patent)

71. Micron repeats and realleges Paragraphs 1 through 70 of this Complaint.

72. The '863 patent entitled "Electronic Module With Cooling System for Package-On-Package Devices," issued on October 3, 2017. The '863 patent on its face identifies Daniel Kim as the sole inventor. Polaris asserts that it owns the '863 patent. A true and correct copy of the '863 patent is attached as Exhibit H.

73. Micron and its affiliates have not infringed and do not infringe the '863 patent either directly, contributorily, or by inducement, literally or under the doctrine of equivalents, through their making, use, importation into the United States, sale, and/or offer for sale of the accused products.

74. For example, the accused products do not infringe claim 1 of the '863 patent at least because they do not contain "a first package stacked on a second package," "a first heat conducting pedestal in thermal contact and adjacent to a surface of the first package . . . for dissipating heat generated by the first package," and "a second heat conducting pedestal in thermal contact with connections of the second package . . . for dissipating heat generated by the second package" as

required by the claim of the '863 patent. Accordingly, for at least these reasons, the accused products do not infringe the '863 patent either literally or under the doctrine of equivalents.

75. Micron also does not induce infringement of the '863 patent, or otherwise indirectly infringe the '863 patent, for at least the reasons stated above with respect to no underlying direct infringement, and also because Micron has not acted with specific intent necessary for induced infringement.

76. Micron also does not contributorily infringe the '863 patent, for at least the reasons stated above with respect to no underlying direct infringement, and also because Micron has not acted with specific intent necessary for contributory infringement.

77. As set forth above, there exists an actual controversy between Micron and Polaris with respect to the '863 patent of sufficient immediacy and reality to warrant the issuance of a declaratory judgment as to whether Micron infringes the '863 patent. Accordingly, Micron desires a judicial determination and declaration of the respective rights and duties of the parties with respect to the '863 patent.

78. Micron is entitled to a judicial determination that Micron does not directly infringe, induce others to infringe, or contribute to the infringement of the '863 patent.

COUNT FOUR

(Declaratory Judgment of Noninfringement of the '042 Patent)

79. Micron repeats and realleges Paragraphs 1 through 78 of this Complaint.

80. The '042 patent, entitled "Low Power Mode Data Preservation in Secure ICs," issued on May 15, 2012. The '042 patent on its face identifies Russell Hobson as the sole inventor. Polaris asserts that it owns the '042 patent. A true and correct copy of the '042 patent is attached as Exhibit I.

81. Micron and its affiliates have not infringed and do not infringe the '042 patent either directly, contributorily, or by inducement, literally or under the doctrine of equivalents, through their making, use, importation into the United States, sale, and/or offer for sale of the accused products.

82. For example, the accused products do not infringe claim 1 of the '042 patent at least because they do not include the steps of “enabling power to a first portion of the addressable areas and disabling power to a second portion,” nor do they include steps for “dynamically allocating the portions over time including dynamically selecting a location of the first portion at each occurrence of a low power condition in accordance with a random selection, a round robin selection or a selection based on a plurality of predetermined configurations,” nor “dynamically selecting a new different location for the first portion when a lower power condition persists for longer than a predetermined period of time and moving data from the location to the new different location,” as required by the claim of the '042 patent. Accordingly, for at least these reasons, the accused products do not infringe the '042 patent either literally or under the doctrine of equivalents.

83. Micron also does not induce infringement of the '042 patent, or otherwise indirectly infringe the '042 patent, for at least the reasons stated above with respect to no underlying direct infringement, and also because Micron has not acted with specific intent necessary for induced infringement.

84. Micron also does not contributorily infringe the '042 patent, for at least the reasons stated above with respect to no underlying direct infringement, and also because Micron has not acted with specific intent necessary for contributory infringement.

85. As set forth above, there exists an actual controversy between Micron and Polaris with respect to the '042 patent of sufficient immediacy and reality to warrant the issuance of a declaratory judgment as to whether Micron infringes the '042 patent. Accordingly, Micron desires a judicial determination and declaration of the respective rights and duties of the parties with respect to the '042 patent.

86. Micron is entitled to a judicial determination that Micron does not directly infringe, induce others to infringe, or contribute to the infringement of the '042 patent.

COUNT FIVE

(Bad Faith Assertion of Patent Infringement, Idaho Code § 48-1703)

87. Micron repeats and realleges Paragraphs 1 through 86 of this Complaint.

88. The claims and demands made by Polaris constitute violations of Idaho Code § 48-1703, which makes it “unlawful for a person to make a bad faith assertion of patent infringement in a demand letter, a complaint or any other communication.”

89. Micron is an “Idaho person” as defined by Idaho Code § 48-1702(2), which incorporates Idaho Code § 48-602, because Micron is a “business entity.”

90. Micron meets the statutory definition of “target” under Idaho Code § 48-1702(3) because it has become the subject of Polaris’s patent infringement allegations and demands.

91. Polaris’s bad faith conduct is unlawful under Idaho Code § 48-1703 for the many reasons outlined above, including because:

- (a) Polaris failed to conduct more than a superficial analysis comparing the claims in the asserted patents to Micron’s accused products.
- (b) Polaris asserted a patent (*i.e.*, the ’804 patent) against Micron that even a cursory investigation would have revealed is not even owned by Polaris.
- (c) Polaris asserted a patent (*i.e.*, the ’245 patent) that it should have known it cannot enforce against Micron because Polaris does not own the ’870 patent over which the ’245 patent is terminally disclaimed.
- (d) Polaris accused a Micron product (the M600 SSD) of infringement that easily accessible public information confirms has not been sold for over eight years and, therefore, cannot be the subject of an infringement claim. Sales of that product fall outside the six-year damages period for patent cases. Moreover, Polaris accused the M600 SSD of infringing an asserted patent (the ’405 patent) that issued *after* the M600 SSD was discontinued, which would make it impossible for Micron’s sale of that product to infringe that patent.
- (e) Polaris accused Micron of infringing patents (*e.g.*, the ’968, ’346, and ’228 patents) even though Micron co-developed the alleged inventions disclosed in those patents and, thus, co-owns those patents and/or is licensed under those patents pursuant to the 2009 Development Agreement. Polaris knew or should

have known about Micron's ownership of and/or license to these patents had it conducted any due diligence prior to sending its letters to Micron asserting infringement of these patents.

- (f) The functionalities that Polaris accused of infringement with respect to at least some of the asserted patents are performed by components in Micron's accused products that are supplied by licensed third parties (*e.g.*, Microchip), such that Polaris cannot obtain relief against those Micron products using those licensed components. This is yet another fact that Polaris should have known had it performed some due diligence prior to sending letters to Micron asserting infringement.
- (g) Polaris insisted that Micron "promptly dismiss the Micron declaratory judgment lawsuit" based on a covenant that does not even include all of the asserted patents.
- (h) Polaris's assertion of alleged infringement is in subjective bad faith because it knows or should know that at least some, if not all, of the allegedly infringing Micron products do not infringe the asserted patents as drafted or as commonly understood by one with relevant and ordinary skill in the art and are objectively baseless and lack merit.

92. Polaris has violated Idaho Code § 48-1701, *et seq.* by the actions it has taken in sending the cease-and-desist letters to Micron.

93. The bad faith assertions by Polaris violate Idaho Code § 48-1701, *et seq.*, and Micron is entitled to declaratory and monetary relief as a result.

94. Micron is entitled to a finding by this Court that Polaris's demands and communications constitute bad faith assertion of patent infringement in violation of Idaho Code § 48-1703.

95. Micron has incurred monetary damages including attorneys' fees as a result of Polaris's bad faith assertions of patent infringement.

COUNT SIX

(Declaratory Judgment of Ownership of alleged Polaris Patents)

96. Micron repeats and realleges Paragraphs 1 through 95 of this Complaint.

97. Micron and IDT entered into the 2009 Development Agreement to “jointly work together” to create a PCIe Non-volatile Memory Controller and create reference designs based on the PCIe Non-volatile Memory Controller and Micron Non-volatile Memory Integrated Circuit.

98. [REDACTED]

99. With respect to the alleged Polaris patents, at least the '968, '346, '228, and '071 patents pertain to subject matter that was the subject of the 2009 Development Agreement.

100. On information and belief, a Micron employee or agent made a significant contribution to the conception of at least one claim of alleged Polaris patents, including at least one claim of each of the '968, '364, '228, and '071 patents, and made such contribution under the 2009 Development Agreement.

101. Alleged Polaris patents, including at least the '968, '346, '228, and '071 patents,

[REDACTED] and are thus at least partially owned by Micron.

102. Despite the foregoing, alleged Polaris patents, including the '968, '346, '228, and '071 patents, issued solely to IDT.

103. Polaris obtained putative rights to these patents by assignment on August 29, 2022. Polaris now holds itself out as the sole owner of these patents.

104. An actual case or controversy exists because there is an actual dispute about the ownership of alleged Polaris patents, including at least the '968, '346, '228, and '071 patents, and Polaris is attempting to monetize these patents to Micron's exclusion.

105. Accordingly, a declaration that Micron is a joint owner of these patents is necessary and appropriate to protect Microns ownership rights in alleged Polaris patents, including at least the '968, '346, '228, and '071 patents.

PRAYER FOR RELIEF

WHEREFORE, Micron seeks relief from the Court as follows:

- A. Declaring that judgment be entered in favor of Micron and against Polaris;
- B. Declaring that neither Micron nor any of its affiliates infringe, either directly or indirectly, contributorily, by inducement, or willfully, any claim of the '405, '071, '863, and '042 patents by making, using, selling, offering to sell, and/or importing the Micron accused products;
- C. Declaring Micron the owner or co-owner of alleged Polaris patents, including at least the '968, '364, '228, and '071 patents;
- D. Finding this to be an exceptional case under 35 U.S.C. § 285, and awarding Micron its reasonable attorneys' fees;
- E. Damages described in the above claims, pursuant to Idaho Code § 48-1706(1)(b);
- F. Attorneys' fees, pursuant to Idaho Code § 48-1706(1)(c);
- G. Injunctive relief against Polaris's bad faith assertion conduct, pursuant to Idaho Code § 48-1706(1)(a);
- H. A bond posted by Polaris in an amount equal to a good faith estimate of Micron's costs to litigate Polaris's infringement claims and the amounts reasonably likely to be recovered by Micron under Idaho Code § 48-1701, *et seq.*, pursuant to Idaho Code § 48-1707;
- I. Exemplary damages, pursuant to Idaho Code § 48-1706(1)(d);
- J. Costs pursuant to Idaho Code § 48-1706(1)(c);
- K. Any other costs associated with this case;
- L. Pre-judgment and post-judgment interest; and
- M. Any other remedy or relief to which Micron may be entitled and which the Court deems just, proper, and equitable.

JURY DEMAND

Micron demands a trial by jury on all claims and issues so triable.

DATED: March 7, 2025

HOLLAND & HART LLP

By: /s/Teague I. Donahey

Teague I. Donahey
Christopher C. McCurdy
Ryan B. McCrum (Admitted *Pro Hac Vice*)
JONES DAY
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: 216.586.3939
rbmccrum@jonesday.com

Attorneys for Plaintiffs