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 KYOCERA INTERNATIONAL, INC.

8
 9 UNITED STATES DISTRICT COURT
 10 SOUTHERN DISTRICT OF CALIFORNIA

11 KYOCERA INTERNATIONAL, INC.

12 Plaintiff,

13 v.

14 RICHARDSON ELECTRONICS LTD.,
 RICHARDSON RFPD, INC., ARROW
 15 ELECTRONICS, INC., and FRACTUS S.A.,

16 Defendants.

CASE NO: '11 CV0646 WQH NLS

**COMPLAINT FOR INFRINGEMENT
 OF U.S. PATENT NOS. 6,975,277 AND
 7,446,708**

DEMAND FOR JURY TRIAL

17
 18 Plaintiff Kyocera International, Inc. (“KII”) files this Complaint and Demand for Jury
 19 Trial seeking relief for patent infringement by Defendants Richardson Electronics Ltd. (“RELL”),
 20 Richardson RFPD, Inc. (“RFPD”), and Arrow Electronics Inc. (“Arrow”), (collectively,
 21 “Richardson”) and Defendant Fractus, S.A. (“Fractus”), (collectively, “Defendants”), stating and
 22 alleging the following:

23 **THE PARTIES**

24 1. Plaintiff KII is a corporation organized and existing under the laws of the State of
 25 California with its principal place of business at 8611 Balboa Avenue, San Diego, California
 26 92123, U.S.A.
 27
 28

1 that Defendants have done business in this District, have committed acts of infringement in this
2 District, and continue to commit acts of infringement in this District, entitling KII to relief.

3 **FIRST CLAIM FOR RELIEF**

4 (Infringement of U.S. Patent No. 6,975,277)

5 10. Plaintiff repeats and incorporates by reference the allegations set forth above.

6 11. On December 13, 2005, United States Patent Number 6,975,277 (“the ‘277
7 Patent”) titled “Wireless Communications Device Pseudo-Fractal Antenna” was duly issued to
8 KWC. A true and correct copy of the ‘277 Patent is attached hereto as Exhibit 1.

9 12. The ‘277 Patent is valid and enforceable.

10 13. By assignment recorded in the PTO on March 31, 2010, KWC assigned all right,
11 title and interest in and to the ‘277 Patent to Kyocera Corporation (“KCJ”), a Japanese
12 corporation.

13 14. KII is the exclusive licensee of the ‘277 Patent, under a license that grants to KII
14 all substantial rights to the Patent, including the right to sublicense the Patent, to sue in its own
15 name for infringement of the Patent, and the right to collect both past and future damages for
16 infringement of the Patent.

17 15. Richardson has infringed and continues to infringe the ‘277 patent by its
18 importation of Fractus products and its sale and offer for sale of Fractus products through its web
19 site <http://www.rell.com> and, on information and belief, its sales offices, including but not limited
20 to chip antennas such as the FR05-S1-N-0-102 Compact Reach Xtend™, FR05-S1-N-0-104 Slim
21 Reach Xtend™ Bluetooth®, and FR05-S1-E-0103 Fractal Geofind™ (“the ‘277 Infringing
22 Products”). Richardson is liable for its infringement of the ‘277 patent pursuant to 35 U.S.C. §
23 271(a).

24 16. Fractus has indirectly infringed and continues to indirectly infringe the ‘277 patent
25 by: designing and manufacturing the ‘277 Infringing Products; aiding and abetting the
26 importation, sale and offer for sale of the ‘277 Infringing Products by providing to Richardson
27 promotional and instructional materials copyrighted by Fractus relating to the ‘277 Infringing
28 Products, including data sheets, FAQ brochures, and product selection guides, that Richardson

1 has directed at customers through <http://www.rell.com>; and promoting the importation, sale,
2 and/or offer for sale of the '277 Infringing Products by Richardson by, among other things,
3 posting data sheets and user manuals relating to the '277 Infringing Products on its own web site,
4 <http://www.fractus.com>, and directing customers to Richardson and <http://www.rell.com> as
5 Fractus's sole distributor. Fractus is liable for its infringement of the '277 patent pursuant to 35
6 U.S.C. § 271(b).

7 17. Defendants Richardson and Fractus's acts of infringement have caused damage to
8 KII, and KII is entitled to recover from Defendants the damages sustained by KII as a result of
9 Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of
10 KII's exclusive rights under the '277 patent will continue to damage KII, causing irreparable
11 harm for which there is no adequate remedy at law, unless enjoined by this Court.

12 **SECOND CLAIM FOR RELIEF**

13 (Infringement of U.S. Patent No. 7,446,708)

14 18. Plaintiff repeats and incorporates by reference the allegations set forth in
15 paragraphs 1-9 above.

16 19. On November 4, 2008, United States Patent Number 7,446,708 ("the '708 Patent")
17 titled "Multiband Monopole Antenna with Independent Radiating Elements" was duly issued to
18 KWC. A true and correct copy of the '708 Patent is attached hereto as Exhibit 2.

19 20. The '708 Patent is valid and enforceable.

20 21. By assignment recorded in the PTO on March 31, 2010, KWC assigned all right,
21 title and interest in and to the '708 Patent to KCJ.

22 22. KII is the exclusive licensee of the '708 Patent, under a license that grants to KII
23 all substantial rights to the Patent, including the right to sublicense the Patent, to sue in its own
24 name for infringement of the Patent, and the right to collect both past and future damages for
25 infringement of the Patent.

26 23. Richardson has infringed and continues to infringe the '708 patent by its
27 importation of Fractus products and its sale and offer for sale of Fractus products through its web
28 site <http://www.rell.com> and, on information and belief, its sales offices, including but not limited

1 to chip antennas such as the FR05-S1-E-0103 Fractal Geofind™ (“the ‘708 Infringing Products”).
2 Richardson is liable for its infringement of the ‘708 patent pursuant to 35 U.S.C. § 271(a).

3 24. Fractus has indirectly infringed and continues to indirectly infringe the ‘708 patent
4 by: designing and manufacturing the ‘708 Infringing Products; aiding and abetting the
5 importation, sale and offer for sale of the ‘708 Infringing Products by providing to Richardson
6 promotional and instructional materials copyrighted by Fractus relating to the ‘708 Infringing
7 Products, including data sheets, FAQ brochures, and product selection guides, that Richardson
8 has directed at customers through <http://www.rell.com>; and promoting the importation, sale,
9 and/or offer for sale of the ‘708 Infringing Products by Richardson by, among other things,
10 posting data sheets and user manuals relating to the ‘708 Infringing Products on its own web site,
11 <http://www.fractus.com>, and directing customers to Richardson and <http://www.rell.com> as
12 Fractus’s sole distributor. Fractus is liable for its infringement of the ‘708 patent pursuant to 35
13 U.S.C. § 271(b).

14 25. Richardson’s and Fractus’s acts of infringement have caused damage to KII, and
15 KII is entitled to recover from Defendants the damages sustained by KII as a result of
16 Defendants’ wrongful acts in an amount subject to proof at trial. Defendants’ infringement of
17 KII’s exclusive rights under the ‘708 patent will continue to damage KII, causing irreparable
18 harm for which there is no adequate remedy at law, unless enjoined by this Court.

19 **JURY DEMAND**

20 26. Plaintiff KII hereby demands a jury trial on all issues so triable.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff Kyocera International, Inc. requests the following relief:

23 a) That judgment be entered in favor of Plaintiff that Richardson and Fractus have
24 infringed U.S. Patent Nos. 6,975,277 and 7,446,708 in violation of 35 U.S.C. § 271;

25 b) That permanent injunctions be issued pursuant to 35 U.S.C. § 283 enjoining
26 Defendants, their officers, agents, servants, employees, and all other persons acting in concert or
27 participation with them from further infringement of the ‘277 and ‘708 Patents;
28

1 c) That Plaintiff be awarded damages pursuant to 35 U.S.C. § 284 arising out of
2 Richardson's and Fractus's infringement of the '277 and '708 Patents, together with prejudgment
3 and post-judgment interest, according to proof at trial;

4 d) That Plaintiff be awarded any other remedy to which they are entitled by law; and

5 e) That Plaintiff be awarded such other costs and further relief as the Court may
6 deem just and proper.

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DATED: March 31, 2011

Respectfully submitted,

MORRISON & FOERSTER LLP

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Kyocera International, Inc.

(b) County of Residence of First Listed Plaintiff San Diego (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

SEE ATTACHMENT

DEFENDANTS

Richardson Electronics Ltd., Richardson RFPD, Inc., Arrow Electronics, Inc., and Fractus S.A.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

'11CV0646 WQHNS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (This State, Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from another district (specify), 6 Multidistrict Litigation, 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. Sections 1331 and 1338(a)

Brief description of cause: Patent Infringement - US 6,975,277 and 7,446,708

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23, DEMAND \$, CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE, DOCKET NUMBER

DATE, SIGNATURE OF ATTORNEY OF RECORD

03/31/2011 /s/ M. Andrew Woodmansee

FOR OFFICE USE ONLY

RECEIPT #, AMOUNT, APPLYING IFP, JUDGE, MAG. JUDGE

ATTACHMENT TO CIVIL COVER SHEET

I(c) Plaintiff's Attorney's (Firm Name, Address, and Telephone Number):

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