

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

SYNQOR, INC.

Plaintiff,

v.

ARTESYN TECHNOLOGIES, INC.,
ASTEC AMERICA, INC.,
BEL FUSE INC.,
CHEROKEE INTERNATIONAL CORP.,
DELTA ELECTRONICS, INC.,
DELTA PRODUCTS CORP.,
LINEAGE POWER CORP.,
MURATA ELEC. NORTH AMERICA, INC.,
MURATA MANUFACTURING CO., LTD.,
MURATA POWER SOLUTIONS INC., and
POWER-ONE, INC.

Defendants.

Civil Action No. 2:11-CV-00444-DF

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff SynQor, Inc. ("SynQor") for its complaint against Defendants Artesyn Technologies, Inc. ("Artesyn"), Astec America, Inc. ("Astec"), Bel Fuse Inc. ("Bel Fuse"), Cherokee International Corp. ("Cherokee"), Delta Electronics, Inc. ("Delta Electronics"), Delta Products Corp. ("Delta Products"), Lineage Power Corp. ("Lineage"), Murata Electronics North America, Inc. ("Murata Electronics"), Murata Manufacturing Co., Ltd. ("Murata Manufacturing"), Murata Power Solutions, Inc. ("MPS"), and Power-One, Inc. ("Power-One") alleges the following:

NATURE OF THE ACTION

1. This is a patent infringement action for damages in the form of lost profits and reasonable royalties for the period starting after this Court entered a permanent injunction in Civil Action No. 2:07-cv-00497-TJW-CE ("the '497 case"). SynQor also seeks enhancement of such damages as well as compensation for the damages done to SynQor's goodwill and exclusivity rights.

2. In the '497 case, the jury found that each of the eleven '497 Defendants directly infringed, contributorily infringed and induced infringement of one or more SynQor patents and awarded damages aggregating in excess of \$95 million. Following trial, SynQor moved for a permanent injunction as well as for supplemental damages resulting from the infringing sales made by the '497 Defendants immediately before trial and after trial. On January 24, 2011, the Court entered a permanent injunction, which was subsequently stayed in part at the '497 Defendants' urging.

3. On July 11, 2011, the Court awarded SynQor supplemental damages for, *inter alia*, on-going infringing sales made between the date of the jury verdict (December 21, 2010) and the date the Court entered its permanent injunction (January 24, 2011). In its July 11, 2011 Order, the Court declined to reach the issue of SynQor's entitlement to damages for the post-injunction time period, stating that it "does not have sufficient evidence to determine the appropriate damages for the post-injunction time period." ('497 case, Dkt. 1243 at 29 (attached hereto as Exhibit J)). The Court specifically held that SynQor has not waived its right to damages during the post-injunction time period and encouraged the parties "to negotiate their own rate prior to the imposition of one by the Court." (*Id.* at 30). In concluding, the Court stated that "[i]f the parties decide that the Court should determine the post-injunction rate and damage

amounts, then they should move the Court to do so in the case that will be severed from this case [the '497 case] to handle post-injunction issues." (*Id.*).

4. On September 29, 2011, the Court entered an Order severing SynQor's continuing causes of action for post-injunction damages. ('497 case, Dkt. 1308). SynQor was directed to file an appropriate complaint in the severed action within 10 days of the Court's September 29, 2011 Order. A copy of the Court's September 29, 2011 Order has been filed at Dkt. 1 in this case. This Complaint is filed pursuant to the Court's September 29 Order.

JURISDICTION AND VENUE

5. This action arises under the United States patent laws, Title 35 of the United States Code.

6. This Court has original jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1338(a) and 2201-2202.

7. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and (c) and 1400(b).

PARTIES

8. Plaintiff SynQor is a Delaware corporation having a principal place of business at 155 Swanson Road, Boxborough, Massachusetts 01719. SynQor is a leader in the design, development, manufacture and sale of innovative DC/DC power converters and AC/DC power conversion solutions to the communications, computing, industrial, medical and military markets. SynQor is the assignee and owner of all rights, title and interest in the five patents at issue in this case, all of which were found to be infringed by the Defendants in the '497 case.

9. Defendant Artesyn is a Florida corporation with its principal place of business at 5810 Van Allen Way, Carlsbad, California 92008. Defendant Artesyn is a direct or indirect subsidiary of Emerson Electric Co. Defendant Astec is a Delaware corporation with its principal place of business at 5810 Van Allen Way, Carlsbad, California 92008. Defendant Astec is also a

direct or indirect subsidiary of Emerson Electric Co. Defendant Artesyn and Defendant Astec shall be collectively referred to herein as the Emerson affiliates. The Defendant Emerson affiliates have made, imported, used, offered to sell, and/or sold unregulated and semi-regulated bus converters and, in the '497 case, the Defendant Emerson affiliates were found to infringe SynQor's patents.

10. Defendant Bel Fuse is a New Jersey corporation with its principal place of business at 206 Van Vorst Street, Jersey City, New Jersey 07302. Defendant Bel Fuse has made, imported, used, offered to sell, and/or sold unregulated bus converters and, in the '497 case, Defendant Bel Fuse was found to infringe SynQor's patents.

11. Defendant Lineage is a Nevada corporation with its principal place of business at 601 Shiloh Road, Plano, TX 75074. Defendant Cherokee was a Delaware corporation with its principal place of business at 2841 Dow Avenue, Tustin, California 92780. During the course of the '497 case, Defendant Lineage acquired Defendant Cherokee. On information and belief, Defendant Cherokee has now merged with Defendant Lineage and Defendant Cherokee no longer exists as a separate entity. Defendant Lineage and Defendant Cherokee are collectively referred to herein as Lineage/Cherokee. Defendant Lineage/Cherokee has made, imported, used, offered to sell, and/or sold within the United States, unregulated and semi-regulated bus converters and, in the '497 case, Defendant Lineage/Cherokee was found to infringe SynQor's patents.

12. Defendant Delta Electronics is a Taiwan corporation with its principal place of business at 186 Ruey Kuang Road, Neihu, Taipei 11491, Taiwan, R.O.C. Defendant Delta Electronics is the parent company of Defendant Delta Products. Defendant Delta Products is a California corporation with its principal place of business at 4405 Cushing Parkway, Fremont,

California 94538. Defendant Delta Electronics and its affiliate Delta Products shall be collectively referred to herein as Delta. Defendant Delta has made, imported, used, offered to sell, and/or sold unregulated and semi-regulated bus converters and, in the '497 case, Defendant Delta was found to infringe SynQor's patents.

13. Defendant Murata Electronics is a Texas corporation with its principal place of business at 2200 Lake Park Drive SE, Smyrna, Georgia 30080. Defendant Murata Electronics is the direct or indirect subsidiary or affiliate of Defendant Murata Manufacturing. Defendant Murata Manufacturing is a Japan corporation with its principal place of business at 10-1. Higashikotari 1-chome, Nagaokakyo-shi, Kyoto 617-8555. Defendant MPS is a Delaware corporation with its principal place of business at 11 Cabot Boulevard, Mansfield, Massachusetts 02048. Defendant MPS is the direct or indirect subsidiary or affiliate of Defendant Murata Manufacturing. Defendant MPS and its affiliates Murata Electronics and Murata Manufacturing shall be referred to collectively herein as Murata. Defendant Murata has made, imported, used, offered to sell, and/or sold unregulated bus converters and, in the '497 case, Defendant Murata was found to infringe SynQor's patents.

14. Defendant Power-One is a Delaware corporation with its principal place of business at 740 Calle Plano, Camarillo, California 93012. Defendant Power-One has made, imported, used, offered to sell, and/or sold within the United States, unregulated and semi-regulated bus converters and, in the '497 case, Defendant Power-One was found to infringe SynQor's patents.

15. The Emerson Defendants, Bel Fuse, Lineage/Cherokee, Delta, Murata and Power-One shall be collectively referred to herein as "the '497 Defendants" or "Defendants."

THE PATENTS IN SUIT

16. SynQor is the assignee and owner of all rights, title, and interest in U.S. Patent No. 7,072,190 ("the '190 patent"), entitled "High Efficiency Power Converter." The '190 patent was duly and legally issued on July 4, 2006, by the United States Patent and Trademark Office. A true and correct copy of the '190 patent is attached hereto as Exhibit A.

17. SynQor is the assignee and owner of all rights, title, and interest in U.S. Patent No. 7,272,021 ("the '021 patent"), entitled "Power Converter with Isolated and Regulated Stages." The '021 patent was duly and legally issued on September 18, 2007, by the United States Patent and Trademark Office. A true and correct copy of the '021 patent is attached hereto as Exhibit B.

18. SynQor is the assignee and owner of all rights, title, and interest in U.S. Patent No. 7,269,034 ("the '034 patent"), entitled "High Efficiency Power Converter." The '034 patent was duly and legally issued on September 11, 2007, by the United States Patent and Trademark Office. A true and correct copy of the '034 patent is attached hereto as Exhibit C.

19. SynQor is the assignee and owner of all rights, title, and interest in U.S. Patent No. 7,558,083 ("the '083 patent"), entitled "High Efficiency Power Converter." The '083 patent was duly and legally issued on July 7, 2009, by the United States Patent and Trademark Office. A true and correct copy of the '083 patent is attached hereto as Exhibit D.

20. SynQor is the assignee and owner of all rights, title, and interest in U.S. Patent No. 7,564,702 ("the '702 patent"), entitled "High Efficiency Power Converter." The '702 patent was duly and legally issued on July 21, 2009, by the United States Patent and Trademark Office. A true and correct copy of the '702 patent is attached hereto as Exhibit E.

THE '497 CASE

21. Based on a Complaint filed by SynQor on November 13, 2007 (which was subsequently amended), the '497 case was tried to a jury before the Honorable Judge T. John Ward between December 13, 2010 and December 21, 2010. On December 21, 2010, the jury found that the '497 Defendants directly infringed, induced infringement of, and contributed to infringement of the '190, '021, '034, '083 and '702 patents. Specifically, the jury in the '497 case found that:

- a. Artesyn directly infringed claim 1 of the '083 patent (Verdict Form (attached hereto as Exhibit F at 1)), and induced infringement of and contributed to infringement of claims 2, 8, 10 and 19 of the '190 patent, claims 21 and 30 of the '021 patent, claim 1 of the '083 patent, claims 56 and 71 of the '702 patent, and claim 9 of the '034 patent (Ex. F at 10-11);
- b. Astec directly infringed claim 1 of the '083 patent (Ex. F at 2) and induced infringement of and contributed to infringement of claims 2, 8, 10 and 19 of the '190 patent, claims 21 and 30 of the '021 patent, claim 1 of the '083 patent, and claims 56 and 71 of the '702 patent (Ex. F at 12-13);
- c. Bel Fuse directly infringed claims 2, 8, and 19 of the '190 patent, claims 21 and 30 of the '021 patent, claim 1 of the '083 patent, and claims 56 and 71 of the '702 patent (Ex. F at 9) and induced infringement of and contributed to infringement of claims 2, 8, 10 and 19 of the '190 patent, claims 21 and 30 of the '021 patent, claim 1 of the '083 patent, and claims 56 and 71 of the '702 patent (Ex. F at 14-15);
- d. Cherokee directly infringed claim 1 of the '083 patent (Ex. F at 3) and induced infringement of and contributed to infringement of claims 2, 8, 10 and 19 of the

'190 patent, claims 21 and 30 of the '021 patent, claim 1 of the '083 patent, and claims 56 and 71 of the '702 patent (Ex. F at 16-17);

- e. Lineage directly infringed claim 1 of the '083 patent (Ex. F at 4) and induced infringement of and contributed to infringement of claims 2, 8, 10 and 19 of the '190 patent, claims 21 and 30 of the '021 patent, claim 1 of the '083 patent, claims 56 and 71 of the '702 patent, and claim 9 of the '034 patent (Ex. F at 18-19);
- f. Delta directly infringed claim 1 of the '083 patent (Ex. F at 5) and induced infringement of and contributed to infringement of claims 2, 8, 10 and 19 of the '190 patent, claims 21 and 30 of the '021 patent, claim 1 of the '083 patent, claims 56 and 71 of the '702 patent, and claim 9 of the '034 patent (Ex. F at 20-21);
- g. MPS directly infringed claim 1 of the '083 patent (Ex. F at 6) and induced infringement of and contributed to infringement of claims 2, 8, 10 and 19 of the '190 patent, claims 21 and 30 of the '021 patent, claim 1 of the '083 patent, and claims 56 and 71 of the '702 patent (Ex. F at 22-23);
- h. Murata Manufacturing and Murata Electronics directly infringed claim 1 of the '083 patent (Ex. F at 7) and induced infringement of and contributed to infringement of claims 2, 8, 10 and 19 of the '190 patent, claims 21 and 30 of the '021 patent, claim 1 of the '083 patent, and claims 56 and 71 of the '702 patent (Ex. F at 24-25);
- i. Power-One directly infringed claim 1 of the '083 patent (Ex. F at 8) and induced infringement of and contributed to infringement of claims 2, 8, 10 and 19 of the '190 patent, claims 21 and 30 of the '021 patent, claim 1 of the '083 patent, claims 56 and 71 of the '702 patent, and claim 9 of the '034 patent (Ex. F at 26-27).

22. The jury in the '497 case also found that none of the asserted claims of the '190, '021, '034, '083, and '702 patents are invalid. (Ex. F at 28-32.)

23. The jury's December 21, 2010 verdict awarded SynQor a combination of lost profits and reasonable royalty damages, which collectively totaled Ninety-Five Million, Two Hundred Twenty-Four Thousand, and Eight Hundred Sixty-Three Dollars (\$95,224,863). (Ex. F at 33-41.)

24. On December 29, 2010, Judge Ward entered Partial Judgment on the jury's verdict awarding SynQor its lost profits and reasonable royalty damages (attached hereto as Exhibit G). Judge Ward subsequently entered Final Judgment on August 17, 2011 (attached hereto as Exhibit H).

25. On January 24, 2011, Judge Ward entered a Permanent Injunction (attached hereto as Exhibit I) permanently enjoining the '497 Defendants, their "officers, agents, servants, employees, and attorneys," and "other persons who receive actual notice of this injunction, through personal service or otherwise, who are in active concert or participation with the Defendant Companies or their agents, servants, employees, and/or attorneys" ("the Enjoined Parties") from manufacturing, using, selling, and offering for sale in the United States and/or importing into the United States the unregulated and semi-regulated bus converters that were found by the '497 case jury to infringe the '190, '021, '034, '083, and '702 patents. (Ex. I at 1, 3.) The Permanent Injunction also provided a list of parties, including Cisco Systems, Inc. ("Cisco"), that use one or more of the Enjoined Products in making directly infringing products for sale in and/or importation into the United States. (Ex. I at 6-7.)

26. The January 24, 2011 injunction also prohibited the Enjoined Parties from inducing infringement of the '190, '021, '034, '083, and '702 patents "by aiding and abetting that

infringement by selling any of the Enjoined Products [the infringing unregulated and semiregulated bus converters, bus converters materially the same, and products made by the '497 Defendants that incorporate such bus converters] to companies that in-turn sell products incorporating them in or into the United States." (Ex. I at 5-6.)

27. The January 24, 2011 injunction further prohibited the Enjoined Parties from contributing to the infringement of one or more of the '190, '021, '034, '083, and '702 patents "by supplying the Enjoined Products to companies in the U.S." (Ex. I at 6.)

28. After the Court entered its Permanent Injunction, the '497 Defendants sought an emergency stay to permit them to sell Enjoined Products to certain specified customers, including Cisco, through at least September 30, 2011. According to the '497 Defendants, the stay was essential because certain of their customers and the public at large would suffer serious harm if these customers could not make infringing sales in the U.S. through at least September 30, 2011. The Federal Circuit granted an emergency stay pending its resolution of the '497 Defendants' stay motions. That emergency stay remained in place until April 11, 2011, when the Federal Circuit lifted the stay in part.

29. In addition to seeking a permanent injunction, SynQor moved after trial to recover supplemental damages arising from, *inter alia*, the '497 Defendants' infringing post-trial sales. SynQor sought damages for the sales the '497 Defendants made, *inter alia*, between the date of the jury's verdict (December 21, 2010) and the date the Court entered its Permanent Injunction (January 24, 2011), as well as for sales made after the entry of the Court's Permanent Injunction while that injunction was stayed, in whole or in part.

30. The Court held a hearing on SynQor's motion on June 15, 2011 and issued a ruling on July 11, 2011. In its Order, the Court awarded SynQor, *inter alia*, supplemental

damages for the post-verdict, pre-injunction time period, but reserved for this separate, severed case the issue of SynQor's entitlement to damages for the '497 Defendants' sales made after January 24, 2011. A copy of the Court's Order is attached as Exhibit J.

31. In awarding SynQor supplemental damages for the post-verdict, pre-injunction period, the Court found that based on the direct and circumstantial evidence, SynQor had met its burden and had proven by a preponderance of the evidence that Defendants Emerson affiliates (referred to as "Astec" in the Court's Order), Bel Fuse, Lineage/Cherokee, Murata Manufacturing and Murata Electronics (referred to as "Murata" in the Court's Order) and MPS actively induced infringement and contributed to the infringement of the asserted patents during the post-verdict, pre-injunction time period.

32. More specifically, the Court explained, *inter alia*:

it cannot be reasonably disputed that underlying direct infringement has taken place in the post-verdict, pre-injunction time period. For example, Cisco—the largest customer of the bus converters at issue—has acknowledged that it is shipping product into the U.S. that include Defendants' bus converters in products that the jury found to infringe. *See, e.g.*, Dkt. No. 1157 at 6 ("Cisco's current sale [in the U.S.] of products implementing those three converters only use inventory that was purchased *before* April 11, 2011, before *any* injunction was in effect") (emphasis added), at 15-16 (Cisco has instructed its contract manufacturers to segregate only bus converters purchased after April 11, 2011 or April 28, 2011 for non-U.S. use, depending on the model).

33. The Court further found that there could be no reasonable dispute that the '497 Defendants knew their actions would induce actual infringement of the asserted patents after the jury verdict. As the Court explained,

in opposing SynQor's oral motion for a permanent injunction on the day the jury reached its verdict, Defendants told the Court that sales should not be halted because "[t]here are customers who are depending on these products. They go into the internet; they go into the banking system; they go into Wall Street." 12/21/10 Morning Transcript at 176:17-19. Later, Defendants submitted a

number of declarations from their customers about the impact that an injunction would have on their business and the general public. For example, Defendants submitted declarations from Cisco, Juniper, Enterasys, Cray, Radisys, and Fujitsu.

Defendants also presented extensive arguments about the impact an injunction would have on Cisco. Moreover, both Cisco and Defendants told this Court and the Federal Circuit that if Cisco did not have a "transition period" during which it could directly infringe, Cisco would be in a critical "line down" situation, would breach contracts with suppliers, and would otherwise be irreparably harmed. *See* Dkt. No. 1157 at 6 ("[O]nce Cisco's existing supply of converters is exhausted, the injunction will prevent Cisco from manufacturing and delivering these 200 critical products, will prevent its customers from deploying the products in hundreds of networks, and will cause substantial public harm to the hospitals, financial institutions, telecommunications providers, and other industries that depend on those networks").

Defendants further argued that Cisco products that incorporate these bus converters (hereafter "Impacted Cisco Products") were networking devices that were fundamental to the continuing operation of important operating networks. Specifically, Defendants argued that these Impacted Cisco Products are purchased and used by a wide cross-section of the public, including important governmental entities. For example, Defendants contended that Cisco customers included multiple branches of the United States armed forces, United States District Courthouses, key government agencies (such as the United States Postal Service, the Federal Bureau of Investigation, the Federal Aviation Administration, and the Departments of Defense, Justice, and State), government contractors, major financial institutions, global telecommunication service providers, and several cable service operators. Defendants then requested that the Court exempt sales of certain bus converters to certain customers at least until the termination of a transition period for each specified customer. Specifically, Defendants' proposed an exemption for certain enjoined products sold to Cisco until September 30, 2011; to Juniper until September 30, 2011; to Enterasys until September 30, 2011; to Cray until September 30, 2011; to Radisys until July 31, 2011; and to Fujitsu until September 30, 2011. Dkt. No. 919-1 at 5-7.

In addition, Cisco's purchase of the products found to cause indirect infringement further confirms that it continued to directly infringe in the United States. As Cisco has admitted, it increased its purchase volume prior to the entry of the permanent injunction.

See Dkt. No. 1157 at 10 (admitting worldwide purchases of 179,898 for the quarter ending 10/31/10 compared with purchases of approximately 314,000 in the quarter ending 1/24/11). During the stay, Cisco continued purchasing bus converters at an elevated level. *Id.* (admitting worldwide purchases of approximately 226,000 bus converters for the quarter ending 4/30/11). If Defendants truly believed that Cisco would not directly infringe by importing products containing bus converters into the U.S., they would have seen their sales to Cisco drop, not increase.

34. This same rationale applies to sales made by the '497 Defendants after the injunction was entered and up through at least the time the '497 Defendants said their customers' redesign efforts were scheduled to be completed – on September 30, 2011.

35. At least while the partial stay of the Court's Permanent Injunction was in effect, some or all of the '497 Defendants sold Enjoined Products to Cisco and other customers subject to the stay. Based on their representations to this Court and the Federal Circuit, the '497 Defendants knew that at least some of the Enjoined Products sold while the partial stay of the Permanent Injunction was in effect would be included in infringing end products shipped into the United States – and they intended exactly that result. At the very least, all the '497 Defendants making sales of Enjoined Products pursuant to the stay of this Court's Permanent Injunction that they sought and obtained were willfully blind to the known risk that their continuing sales of Enjoined Products would result in further direct infringements.

36. The Court-ordered production of updated bus converter sales data ('497 case, Dkt. 1308) and other prior and impending discovery also is expected to evidence that some or all of the '497 Defendants' post-injunction bus converter sales (with and/or without additional acts, such as technical, marketing and/or sales communications) directly infringed, induced infringement of, and/or contributed to infringement of one or more of the '190, '021, '034, '083 and '702 patents.

CLAIMS FOR RELIEF

I. THE '497 DEFENDANTS' CONTINUED INFRINGEMENT

37. Each of the foregoing paragraphs is incorporated by reference.

38. Since January 24, 2011, the '497 Defendants have continued making sales of Enjoined Products.

39. The '497 Defendants' continued sales of the Enjoined Products after January 24, 2011 has actively induced infringement by the '497 Defendants' customers. More specifically, continued sales of Enjoined Products that are semi-regulated bus converters (with and/or without additional acts, such as technical, marketing and/or sales communications) has induced infringement of SynQor's '034 patent and continued sales of Enjoined Products that are unregulated bus converters (with and/or without additional acts, such as technical, marketing and/or sales communications) has induced infringement of SynQor's '190, '021, '083 and/or '702 patents.

40. To the extent any of the '497 Defendants' continued sales of the Enjoined Products after January 24, 2011 has occurred in the U.S., such sales directly infringe SynQor's '083 Patent and/or contribute to infringement of SynQor's '190, '021, '034, '083 and/or '702 patents.

41. To the extent any of the '497 Defendants have used, tested and/or supported the use or testing of the Enjoined Products after January 24, 2011 in the U.S., including in IBA systems, such activities directly infringe SynQor's '190, '021, '034, '083 and/or '702 patents.

42. In its September 29, 2011 Order, the Court ordered the '497 Defendants to produce worldwide sales data for each of their unregulated and semi-regulated bus converters for the period January 24, 2011 to September 30, 2011, and to produce quarterly reports including the same thereafter beginning on January 31, 2012. The Court further authorized discovery regarding SynQor's post-injunction causes of action. Although this sales data has yet to be

provided and discovery has yet to be conducted, based at least on the sales that have been disclosed and the fact that all the '497 Defendants sought a stay of this Court's Permanent Injunction (and based on the arguments the '497 Defendants made in support of their stay requests), SynQor alleges, on information and belief, that each of the Defendants has induced infringement of SynQor's '190, '021, '702, '034 and/or '083 patents after January 24, 2011.

43. The '497 Defendants are bound by the jury verdict and Final Judgment from further litigating any issues relating to direct infringement, whether the accused bus converters and end products meet the limitations of the asserted claims, whether there are substantial non-infringing uses of the accused bus converters, invalidity of the SynQor patents or any other issues decided by the jury.

44. The '497 Defendants ongoing infringement has been a calculated and deliberate decision by the '497 Defendants and constitutes willful infringement.

II. VIOLATION OF THE PERMANENT INJUNCTION

45. Each of the foregoing paragraphs is incorporated by reference.

46. After this Court entered its Permanent Injunction on January 24, 2011, the '497 Defendants and Cisco sought an emergency stay as to certain of the '497 Defendants' customers, including Cisco. Temporary stays were granted until the Federal Circuit resolved the '497 Defendants' and Cisco's emergency motions for a stay on April 11, 2011. In its April 11, 2011 ruling, the Federal Circuit lifted the emergency stay as to certain customers and left it in place as to others. With respect to Cisco, the Federal Circuit stated that the injunction was stayed as to "those models [of bus converters] that SynQor does not provide" until "the earliest of: (1) this Court's final determination of these consolidated appeals, (2) September 30, 2011, or (3) provision by SynQor of a technically qualified replacement." (Exhibit K at 4).

47. The '497 Defendants have long been aware that SynQor bus converters were qualified by Cisco for use as Cisco internal bus converter Part Numbers 34-2280-01, 34-2360-01, and 34-2427-01. Notwithstanding this, on information and belief, at least some of the '497 Defendants continued to sell bus converters to Cisco for these Cisco part numbers after April 11, 2011, when the stay was lifted as to these parts. These sales induced Cisco to ship products into the U.S. that contain Enjoined Products, in violation of this Court's Permanent Injunction.

48. On information and belief, at least some of the '497 Defendants also continued to sell other Enjoined Products to Cisco after April 11, 2011 as to which the stay was lifted. SynQor informed Cisco and the '497 Defendants that SynQor could provide samples of technically qualified replacement SynQor bus converters for at least the following additional Cisco internal bus converter Part Numbers: 34-2206-01, 34-0224-01, 34-2264-01, 34-2432-01, 34-2471-011, 34-2483-01 and 34-2343-01. These SynQor replacements are all commercially released products that SynQor identified to Cisco as technically qualified replacements at least on April 12, 2011. SynQor informed the '497 Defendants of this as well. Notwithstanding this, on information and belief, at least some of the '497 Defendants continued to sell Enjoined Products to Cisco for these Cisco part numbers after April 11, 2011, and Enjoined Products were included in Cisco end products that were shipped to the United States after April 11, 2011, in violation of this Court's Permanent Injunction.

49. As noted above, the Federal Circuit lifted its temporary stay upon "provision by SynQor of a technically qualified replacement." In ruling on the '497 Defendants' post-trial motions, this Court has indicated it construes this provision the same way SynQor does: "The injunction became permanent for any bus converter where SynQor provide[s] an equivalent model, and was stayed for the remaining bus converters until September 30, 2011." Exh. J, Dkt.

1243 at 4. Contrary to the position taken by the '497 Defendants, this Court did not indicate that the applicability of the stay turned on whether Cisco had completed its internal qualification process for SynQor's equivalent bus converter models. Accordingly, any continued sales of Enjoined Products to Cisco after April 11, 2011 for parts for which SynQor has a technically qualified replacement would violate this Court's Permanent Injunction.

50. On information and belief, at least some of the '497 Defendants sold Enjoined Products to Cisco and/or other customers, in violation of the Court's Permanent Injunction. Discovery is expected to show to what extent this Court's Permanent Injunction was violated.

51. The '497 Defendants' violations, on information and belief, of this Court's Permanent Injunction have seriously damaged SynQor. The '497 Defendants, including at least Defendants Emerson affiliates, Bel Fuse, Lineage/Cherokee, Murata, and Power-One, have wrongfully denied SynQor the exclusivity to which it was entitled and caused continued damage to SynQor's goodwill. The Court's Permanent Injunction was designed to provide SynQor the opportunity to re-establish relationships with customers. By violating the Permanent Injunction, on information and belief, the '497 Defendants denied SynQor that opportunity, to its great detriment.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff SynQor prays for judgment as follows:

A. Render judgment that the '497 Defendants have induced infringement of, contributed to infringement of and/or directly infringed SynQor's '190, '021, '034, '702 and/or '083 patents after January 24, 2011;

B. Find that the '497 Defendants' infringement has been willful;

C. Find that at least certain of the '497 Defendants have violated this Court's '497 case Permanent Injunction;

- D. Award compensatory damages;
- E. Award enhanced damages up to and including treble damages;
- F. Sanction the violators of the '497 case Permanent Injunction, and award SynQor compensatory damages and appropriate relief;
- G. Award interest as allowed by law;
- H. Modify the '497 case Permanent Injunction as the Court deems just and proper and/or award additional equitable relief, including without limitation, an additional injunction or injunctions as the Court deems just and proper; and,
- I. Grant such other and further relief as the Court deems just and proper.

Dated: October 6, 2011

/s/ Thomas D. Rein

Thomas D. Rein (*admitted pro hac vice*)

Lead Attorney

trein@sidley.com

Stephanie P. Koh (*admitted pro hac vice*)

skoh@sidley.com

Bryan C. Mulder (*admitted pro hac vice*)

bmulder@sidley.com

SIDLEY AUSTIN LLP

One South Dearborn

Chicago, IL 60603

Telephone: 312.853.7000

Facsimile: 312.853.7036

Michael D. Hatcher

Texas State Bar No. 24027067

mhatcher@sidley.com

David T. DeZern

Texas State Bar No. 24059677

ddezern@sidley.com

SIDLEY AUSTIN LLP

717 North Harwood, Suite 3400

Dallas, TX 75201

Telephone: 214.981.3300

Facsimile: 214.981.3400

ATTORNEYS FOR PLAINTIFF SYNQOR, INC.

CERTIFICATE OF SERVICE

I hereby certify that counsel of record for all Defendants are being served with a copy of this Complaint via the Court's ECF system on this the 6th day of October, 2011.

/s/ David T. DeZern

David T. DeZern